

# **ANNEX A: STATE BUILDINGS AND REAL ESTATE PROGRAMS**

## **STATE BUILDINGS PROGRAMS**

### **STATE BUILDINGS AND REAL ESTATE PROGRAMS (SBREP) STANDARD DESIGN AND CONSTRUCTION AGREEMENTS, REAL ESTATE LEASE AGREEMENTS AND CONTRACT MODIFICATION DOCUMENTS**

---

#### **TABLE OF CONTENTS**

---

##### **Overview of State Buildings and Real Estate Programs**

**Architect / Engineer Agreement** (Form SC 5.1)

**Consultant Agreement** (Form 6-AC-02A)

**Construction Agreement** (Form 395-61-6211)

With Attachments:

- ↳ Labor and Material Payment Bond (Form SC-6.221)
- ↳ Performance Bond (Form SC-6.22)

##### **Contract Modification Documents:**

- ↳ Contract Modifications Guidelines (Form SBP/CONTRACTMOD 01-196)
- ↳ Contract Amendment (Form SBP-02)
  
- ↳ Change Order Bulletin (Form SC-6.311)
- ↳ Change Order Proposal (Form SC-6.312)
- ↳ Change Order (Form SC-6.31)
  
- ↳ Supplement (Form SC-7.0)

##### **Checklist of Basic Steps Required in the Administration of Capital Construction and Controlled Maintenance Projects**

**Lease Agreement** (Short Form AC-395-53-01-0016-S)

**Lease Agreement** (Long Form AC-395-53-01-0016-L)

**Interagency Lease Agreement** (Form 395-53-01-0032)

##### **Contract Modification Documents for Lease Agreements:**

- ↳ Amendment to Lease (Form 395-53-01-0040)
- ↳ Lease Extension Agreement (Form AC-01-87, 395-53-01-0024)

# **ANNEX A: STATE BUILDINGS AND REAL ESTATE PROGRAMS**

## **STATE BUILDINGS AND REAL ESTATE PROGRAMS**

### **◆ OVERVIEW**

State Buildings and Real Estate Programs is a section within the Department of Personnel/General Support Services' Division of Purchasing. State Buildings functions in a central oversight role with statutory responsibility for the State's capital construction process (including controlled maintenance) and the real estate transaction process.

This oversight role is not applicable to certain functions within the Department of Transportation (highways, bridges and rights-of-way) nor to certain functions within the Department of Natural Resources.

# **ANNEX A: STATE BUILDINGS AND REAL ESTATE PROGRAMS**

## **STATE BUILDINGS AND REAL ESTATE PROGRAMS**

### **◆ STATE BUILDINGS PROGRAMS**

State Buildings Programs, which is a unit of State Buildings and Real Estate Programs, has the following statutory responsibilities:

1. Supervise and be responsible for the expenditure of funds appropriated by the General Assembly for capital construction projects and controlled maintenance projects at the institutions and agencies of the State.
2. Review and make recommendations on capital construction requests.
3. Be responsible for the preparation of the State's controlled maintenance budget request and submit recommendations to the Office of State Planning and Budgeting (OSPB) and the Capital Development Committee.
4. Establish minimum building codes and standards of inspection.
5. Develop and maintain approved lists of qualified architects, engineers, landscape architects, land surveyors, consultants and contractors.
6. Promulgate rules and regulations for the administration of the bid procedure for construction projects and the qualification based selection process for professional services.
7. Promulgate standardized contract language for agreements between State agencies and architects, engineers, consultants and contractors. Review and approve modifications to standardized contract language.

### **Regulations Affecting Capital Construction**

The procurement of services and the administration of capital construction projects must be done according to a variety of laws and regulations. The primary *State* legal standards are:

Colorado Constitution

Colorado Revised Statutes, as amended, ✓ 24-30-1301 et.. seq. and ✓24-30-1401 et. seq.

Colorado Procurement Code (✓24-101-101 et seq., C.R.S. as amended)

Colorado Procurement Rules (1 CCR 101-9, as amended), (issued by the Division of State Purchasing)

Procurement Code of Ethics and Guidelines

Department of Personnel / General Support Services Rules

Governor's Executive Orders

Budget Instructions (issued by the Office of State Planning and Budgeting)

Fiscal Rules (issued by the State Controller's Office)

Capital Construction Accounting Guidelines (issued by the State Controller's Office)

## **ANNEX A: STATE BUILDINGS AND REAL ESTATE PROGRAMS**

Division of Purchasing bulletins and policy statements

State Buildings and Real Estate Programs policies and procedures

In addition, general principles of law and specific related laws also apply (e.g., general contract law, agency and partnership law; uniform commercial code; for construction projects --- Construction Bidding for Public Projects, §24-92-101 et. seq., C.R.S.) In addition, the source of funds (e.g. federal agency) may have additional legal requirements as a condition of expending the funds.

### **Delegation of Authority**

Specific authority to sign and execute contract documents and to administer State construction projects for State Buildings Programs is made pursuant to the authority granted the department in Senate Bill 5, of the 1988-89 legislative session. This bill in part amended C.R.S. ✓24-30-1303 by the addition of a section (5) which reads in part:

*“The department may delegate to State agencies any or all of the responsibilities and functions outlined in Part 13 of this article and the department’s responsibilities and functions under Part 14 of this article, pursuant to rules and regulations promulgated by the department, when the State agency has the professional or technical capability on staff to perform such functions competently.”*

### **Checklist of Basic Steps Required in the Administration of Capital Construction and Controlled Maintenance Projects**

(Please refer to the checklist document following this section of the manual.)

### **STANDARD CONTRACT FORMS**

1. Architect / Engineer Agreement (Form SC-5.1)
2. Consultant Agreement (Form 6-AC-02A)
3. Construction Agreement (Form 395-61-6211)
4. Contract Amendment (Form SBP-02)
5. Change Order Bulletin (Form SC-6.311)  
Change Order Proposal (Form SC-6.312)  
Change Order (Form SC-6.31)
6. Supplement (Form SC-7.1)

(Please refer to the contract forms following this section of the manual.)

### **STATE BUILDINGS AND REAL ESTATE PROGRAMS**

#### **♦ REAL ESTATE PROGRAMS**

## **ANNEX A: STATE BUILDINGS AND REAL ESTATE PROGRAMS**

Real Estate Programs, which is a unit of State Buildings and Real Estate Programs, has the following specific statutory responsibilities:

1. Negotiate and execute leases on behalf of the State government for land, buildings, office or other space, and state-owned property.
2. Negotiate and approve easements and rights-of-way.
3. Handle purchase and sale of state-owned real estate as required.

### **Regulations Affecting Real Estate Matters:**

The handling of real estate matters must be done according to a variety of laws and regulations. The primary *State* legal standards are:

Colorado Constitution  
Colorado Revised Statutes, as amended, ✓ 24-30-1303 et. seq.  
Department of Law policies  
Fiscal Rules (issued by the State Controller)  
Executive Orders (issued by the Governor)

General principles of law, and specific related laws, also apply (i.e., contract law, real estate law, agency and partnership law). In addition, the source of funds (i.e., federal agency) may have additional legal requirements as a condition of expending the funds, with which agencies will need to comply.

### **Scope of Authority**

The State of Colorado leases approximately two million square feet of space throughout the State in approximately eight hundred leases. It is Real Estate Programs' responsibility to oversee all the leases entered into by any of the agencies within the executive branch of State government. Real Estate Programs must assure that the leases in which the State engages not only will serve the needs of the agencies occupying the space, but that they also fulfill all of the specific requirements set out in the State Constitution and statutes regarding what the State must do and what the State is forbidden to do in its leases, and that such leases represent fair value to the State in the prevailing market conditions.

### **Logistics of the State's Leasing Program**

There are two main methods that an agency employs in meeting its necessary leasing requirements.

1. The agency works through one of two pre-selected real estate brokers authorized to provide tenant services for the State. In those geographical areas where one of the real estate brokers is under contract to provide such services, executive branch State agencies **must** use a State real estate broker for any leasing activities (new lease, extension, expansions). The only exceptions to this requirement are those leases which State Buildings Programs elects to exempt, in advance, in a geographical area where the State has a real estate broker under contract. Such exemptions are rarely granted and usually only in those instances where the lease is either intergovernmental or interagency.

At the time of this writing, the two State brokers are CPC Corporate Planners & Coordinators, in Denver, PH: (303) 831-1818, and Cheyenne Springs Realty in Fountain, PH: (719) 392-4311. CPC serves the five county metro area, i.e. Denver, Adams, Douglas, Arapahoe, and Jefferson. Cheyenne Springs Realty serves El Paso county. Each of the contracts with these real estate brokers presently runs through June 30, 1999, and each of them contains two successive one year options to renew.

## **ANNEX A: STATE BUILDINGS AND REAL ESTATE PROGRAMS**

The preferred time for the first communication with the real estate broker regarding a lease requirement is twelve to fifteen months before the space is needed. For new leasing requirements, agencies rarely have that much notice of the requirement, so they must contact the appropriate real estate broker as soon as they are aware of the requirement. For existing leases, the real estate brokers will have lists available showing when current leases expire, and they will contact the agency approximately fifteen months in advance.

Once the real estate brokerage firm is engaged on the leasing project, the real estate broker's personnel will meet with designated agency staff; determine their needs; calculate the square footage allowed under the State's leasing standards, explore leasing options in the area; assist in the selection of the site, and ultimately draw up the actual lease to be executed. The lease is then submitted first to the landlord for signature, then to the agency, and then on through the state-required approval process.

No fees are due from the agency to the State's real estate broker for its leasing services. The State's real estate broker earns its compensation through a splitting of the commissions payable by the landlord to the landlord's real estate broker.

2. The agency works through its own personnel and accomplishes its own leases, with assistance as required from Real Estate Programs.

In those areas other than the five-county Denver Metro area and El Paso County, the State does not have any pre-selected real estate broker. Therefore, agency personnel on the site, together with their personnel at the agency headquarters in Denver, and with assistance from Real Estate Programs (as required) must accomplish suitable leases to meet the agency's requirements. Generally, the procedure is simpler in the smaller communities of the State, mainly because there are usually a very limited number of locations available that will serve the State's needs. Usually, the form leases provided by the State are familiar to the landlords because they have leased to the State on previous occasions, and those forms are often employed with no significant variations. In those instances, the leasing process often comes down to agreeing on a square foot rate, plus the number of years, and filling in the blanks on the form. Other times significant additional factors such as a total renovation of the space, are involved.

### **BASIC STEPS IN THE EXECUTION AND APPROVAL OF A LEASE**

#### **1. Formalities of Lease Execution and Approval**

The fewer the variations from the State's lease form, the more expeditiously the lease will move through the approval process. This is because all of the wording in the standard forms has been pre-approved. However, it is also recognized that certain wording may be required by certain landlords. In those cases, Real Estate Programs works with the real estate broker, and/or the relevant agency personnel, and the landlord, to arrive at agreeable lease language.

Once the lease and its specifications and provisions are agreed upon, the lease is drafted either by the real estate broker or, if there is no real estate broker, by the agency personnel. Four copies are submitted, first to the landlord for signature, then to an authorized representative of the tenant agency.

#### **2. Signature Authority**

The State's form leases contain a provision by which the person signing for the landlord asserts that she or he in fact, has the authority to bind the landlord to the lease. However, in some instances, where the chain of authority for such signature is quite lengthy, (e.g., where the lessor is a partnership, and the managing partner is a corporation, and the signature on the lease is not

## **ANNEX A: STATE BUILDINGS AND REAL ESTATE PROGRAMS**

a corporate officer, but rather a member of a law firm that claims to hold the corporation's power of attorney), the State may require documentation of the asserted signatory authority, such as copies of corporate minutes or of the relevant power of attorney.

Following the signatures of the landlord and the tenant agency, all four originals of the executed lease, along with the appropriate COFRS documentation showing the encumbrance of the required funds and a CLIN routing slip are sent to the central routing desk at the Controller's office where they are routed to Real Estate Programs. There the lease is reviewed for sufficiency, accuracy and general compliance with the State's requirements. If there are any problems with the lease, it is sent back to the submitting agency for correction.

When a lease is approved by Real Estate Programs, it is sent to the Assistant Attorney General who advises the State Controller. This is done because no lease is valid, nor will any rents be paid on any lease, until it is approved by the State Controller. The Controller requires that his legal counsel first review and approve any document submitted to the Controller for approval.

If the Assistant Attorney General reviews the lease and finds it needs certain modifications, she or he returns it to the relevant agency to be modified. Following approval by the Assistant Attorney General, the lease is sent to the Controller for approval. The controller is the final approval necessary before any rent moneys can be disbursed.

After approving the lease, the Controller retains one fully executed copy, returns one copy to Real Estate Programs, and returns the other copies to the agency. It is the agency's responsibility to retain an executed original in its files; supply an original to the lessor; and provide any additional executed copies that were known to be needed (and therefore added to the first four originals sent through the approval process), to those agencies and/or individuals who require the additional copies.

### **3. Forms**

1. The seven page (short) lease form. (Short Form AC-395-53-01-0016-S)
2. The thirteen page (long) lease form. (Long Form AC-395-01-0016-L)
3. Interagency lease. (Form 395-53-01-0032)
4. Amendment to lease. (Form 395-53-01-0040)
5. Lease extension agreement. (Form AC-01-87,30,15-53-01-0024)

(Please refer to the lease forms following this section of the manual.)

It should be noted that language that addresses specific laws or states requirements (e.g., Americans with Disabilities Act) must be included in leases. If the landlord refuses to accept this language then, barring unusual circumstances, the State cannot lease the premises.

### **4. Other Real Estate Programs Activities**

While the State's leasing program is the largest single responsibility of Real Estate Programs, other areas of real estate activities are handled as required. These include purchase of real estate for the State, sale of state-owned real estate that is no longer productive, and negotiation and execution of rights-of-way and easements, either on non-state land for the use of the State, or on State land for the use of private parties. All activities of Real Estate Programs exclude three areas of real estate activity that are specifically assigned to other agencies: rights-of-way acquisition and maintenance by the Department of Transportation, the long term holding of State land by the State Land Board; and those leases of land that are owned by the Division of Wildlife

## **ANNEX A: STATE BUILDINGS AND REAL ESTATE PROGRAMS**

or the Parks and Recreation Division of the Department of Natural Resources. Additionally, Colorado statutes require that dispositions of real estate, by any agency, must be reported to State Buildings and Real Estate Programs, and State Buildings and Real Estate Programs then uses this information to fulfill its statutory responsibility of maintaining a current inventory of all state-owned real estate.

### **5. Lease Review**

- a) The State's standard lease form should be used whenever possible. It must be signed by lessor and lessee before submission to Real Estate Programs. Lessor should sign at least four originals of the lease.
- b) All leases must have a CLIN routing slip attached and be routed to the contract intake section of the State Controller's Office (SCO) before proceeding through the approval process.
- c) Any departure from the State's standard lease form tends to slow the approval process and greatly increases the chance that the lease will not be approved.
- d) If there is to be a memo requiring changes in the lease before approval, it can come from State Buildings or, if the A/G disapproves the lease after Real Estate Programs has approved it, from the Attorney-General.
- e) If changes must be made to the standard lease form, avoid having to re-do the lease by submitting any changes to Real Estate Programs before finalizing negotiations with the lessor. Real Estate programs can provide a preliminary opinion on the likelihood of approval of the changes.
- f) If a lease has no apparent problems, it is approved by Real Estate Programs, logged out and routed to the Attorney General's office.
- g) Attorney General approval is required before the Attorney General's client, the State Controller, will authorize the payment of rent on the lease.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS**



**STANDARD  
ARCHITECT / ENGINEER AGREEMENT  
(FORM SC 5.1)**

---

CONTRACT ROUTING NO. \_\_\_\_\_

AGENCY IDENTIFICATION NO. \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

---

#### INSTRUCTIONS:

- 1) This standard contract form is to be used for all Architectural/Engineering services involving design and specification of projects where the product of the service will result in construction, demolition, or asbestos abatement.
- 2) This standard contract form for professional services is to be used only when the anticipated construction delivery method is to be a lump-sum bid award.
- 3) Modification of this standard contract form shall be limited to project description, scope of work, payment provision, etc., and does not include modification of standard "boilerplate" language in the contract. (Refer to State Buildings and Real Estate Programs for additional instructions.)

**STATE BUILDINGS AND REAL ESTATE PROGRAMS**  
**o ARCHITECT/ENGINEER AGREEMENT (FORM SC 5.1)**

<b>TABLE OF CONTENTS</b>	<b>PAGE(S)</b>
<b>Recitals</b>	1
<b>Articles:</b>	
1. Professional Services	1
2. Compensation	1
3. Basic Services of Architect/Engineer	2-6
1. The Services	2
2. Development of the Project	2
A. Schematic Design Phase	2-3
B. Design Development Phase	3
C. Construction Documents Phase	4
D. General Administration of Construction Phase	5-6
4. Additional Compensation	6-7
5. The Principal Representative's Responsibilities	7-8
6. Project Construction Cost	8
7. Reimbursable Expense	8
8. Payments for Services	8-9
9. Architects/Engineers Accounting Records	9
10. Termination of Agreement	9
11. Ownership of Documents	9
12. Successors and Assigns	9
13. Changes in Drawings	9-10
14. Professional Association Permitted	10
15. Dissolution of Professional Association	10
16. Death or Disability	10
17. Assignment of Agreement Not Permitted	10
18. Equal Opportunity-Affirmative Action	11-12
19. Insurance	12
20. Professional Liability or Errors and Omissions	12
21. Benefits accruing to Other State Employees or Officers	13
22. Governing Law	13
23. Modification of Article 3. Herein Before	13
24. Continuing Financial Obligations	13
25. Wage Rates	13-14
26. Contingent Fee Prohibition	14
27. Public Art Law	14
28. Extent of Agreement	14
1. Integrated Agreement	14
2. Incorporation of Other Documents	14
29. Indemnification	14-15
30. Statutory Design Requirements	15
31. Special Provisions	15
1. Statutory Limitation	15
2. Independent Contractor	15
32. Work Prior to Execution of the Contract	16
33. Validity of Agreement	16
<b>Signature Approvals</b>	17
<b>Exhibits:</b>	
"A" Architect/Engineer Proposal (Not Included)	
"B" Wage Rates Schedule (Not Included)	
"C" Contractor Certification	18

## STATE OF COLORADO ARCHITECT/ENGINEER AGREEMENT

PROJECT NUMBER: \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_, between the STATE OF COLORADO, acting by and through the \_\_\_\_\_, hereinafter called the Principal Representative, and \_\_\_\_\_, hereinafter called the Architect/Engineer.

**WHEREAS**, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment In Fund Number \_\_\_\_\_, Account Number \_\_\_\_\_, Contract Encumbrance Number \_\_\_\_\_; and

**WHEREAS**, the Principal Representative intends to \_\_\_\_\_, hereinafter called the Project; and

**WHEREAS**, a STATE FUNDED project, the Principal Representative is authorized to expend a total of \_\_\_\_\_ (\$ \_\_\_\_\_) for Construction, Professional Fees, Reimbursable and Contingent Costs. Total Construction Costs are not to exceed \$ \_\_\_\_\_.

**WHEREAS**, the ARCHITECT/ENGINEER was selected and determined to be the most qualified, and fees negotiated in accordance with the provisions of C.R.S., §24-30-1401 et seq.

NOW, THEREFORE,

The Principal Representative and the Architect/Engineer, for the considerations hereinafter set forth, agree as follows:

**ARTICLE 1. THE ARCHITECT/ENGINEER PROMISES TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT AS HEREINAFTER SET FORTH.**

**ARTICLE 2. THE PRINCIPAL REPRESENTATIVE PROMISES TO PAY THE ARCHITECT/ENGINEER AS COMPENSATION FOR HIS SERVICES TOTAL FEES NOT TO EXCEED:**

A.	Schematic Design Phase	\$ _____
B.	Design Development Phase	\$ _____
C.	Construction Documents Phase (Including Bidding Phase)	\$ _____
D.	Construction Phase - General Administration of Construction Contracts	\$ _____
TOTAL FEES		\$ _____

### **ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER**

FOR SERVICES IN CONNECTION WITH THE DESIGN OF A FUNDED OR PARTIALLY FUNDED PROJECT, the Architect/Engineer promises to perform the professional services for the contemplated project as delineated in the proposal letter dated \_\_\_\_\_, submitted by the Architect/Engineer, which is attached hereto and made a part hereof by reference as Exhibit "A". In addition, the Architect/Engineer promises to perform the professional services as set forth in 1., 2.A., 2.B., and 2.C., below:

#### **1. GENERAL**

These services shall be performed by the Architect/Engineer or by consultants licensed or registered by the State of Colorado. If these special consulting services are to be performed by professionals in the Architect/Engineer's employ, then the services must currently be and have been, for at least two (2) years previously, regularly a service of the Architect/Engineer's organization.

In the event the Architect/Engineer does not have as part of his regular staff and services, certain professional consultants and consulting services, such as but not limited to, structural, mechanical, electrical, acoustical and architectural; then such consulting services shall be performed by practicing professional consultants.

All professional consultants, staff or practicing, must be retained for the life of the project; provided, however, that acceptable replacements must have prior approval, in writing, by the Principal Representative.

Prior to designating a professional to perform any of these services, the Architect/Engineer shall submit the name, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the Principal Representative, and receive approval in writing therefrom.

No consultant shall be engaged or perform work on the project wherein a conflict of interest exists, such as being connected with the sale or promotion of equipment or material which may be used on the project, provided however, that in unusual circumstances and with full disclosure to the Principal Representative of such interest, the Principal Representative may permit a waiver, in writing, in respect to the particular consultant.

#### **2. DEVELOPMENT OF THE PROJECT**

##### **A. SCHEMATIC DESIGN PHASE**

The Architect/Engineer, or his duly authorized representative, shall attend such conferences as may be requisite to a complete understanding of the Project. The Architect/Engineer shall document all such conference notes and distribute same to the Principal Representative.

Schematic Design Studies shall be prepared in sufficient detail and number to come to an agreement on the Site Location and the Basic Design of the Project.

Where standards have been adopted by the Governor, the Architect/ Engineer shall use such standards as are applicable.

When agreement has been reached on the Schematic Design, the Architect/Engineer shall prepare a written report, accompanied by Drawings, setting forth the following:

- (a) Correlation of Spaces with approved State standards;
- (b) Recommended site location;
- (c) Scope of site development;
- (d) Analysis of the structure as it relates to the Uniform Building Code;
- (e) Sketch floor plans, elevations and sections;
- (f) Sketches and descriptions of building plumbing, mechanical and electrical systems;
- (g) Area computations. Gross square footage, net square footage, volume;
- (h) Outline of proposed construction materials;
- (i) Preliminary timetable for Design Development;
- (j) Architect/Engineer's estimate of construction cost.

The above Schematic Design data shall be approved in writing by both the Principal Representative and State Buildings Programs.

## **B. DESIGN DEVELOPMENT PHASE**

The Architect/Engineer shall prepare a written report and Drawings outlining in detail Design Development Documents from the approved Schematic Design Study. The report, when submitted for approval, shall include:

- (a) Outline concepts of the proposed Structural, Mechanical, and Electrical Systems;
- (b) Respective floor plans;
- (c) Elevations;
- (d) Proposed finish schedule;
- (e) Outline specifications;
- (f) A timetable for the completion of the Contract Construction Documents;
- (g) An estimate of the construction costs;
- (h) Estimate of the time required for the construction of the Project.

The Architect/Engineer shall make certain to the best of his knowledge, information and belief, that the drawings and specifications prepared by him are in full compliance with all applicable codes (including building codes), regulations, laws and ordinances, including both technical and administrative provisions thereof, of the political subdivision wherein the project is located. Such drawings and specifications shall conform to the Uniform Building Code and related series, International Conference of Building Officials, the current edition as minimum standards. If the Architect/Engineer shall deviate from such codes, regulations, law or ordinance, then he shall at his own expense make such corrections in the construction documents as may be necessary for compliance.

The Architect/Engineer shall prepare the reasonably necessary renderings or perspectives to portray fully the project in whole or in part. Models, if required, will be made by the Architect/Engineer at the Principal Representative's expense.

The final Design Development Documents shall be approved in writing by both the Principal Representative and State Buildings Programs.

## **C. CONSTRUCTION DOCUMENTS PHASE**

The Architect/Engineer shall prepare the final Construction Documents from the approved Design Development Documents. These Construction Documents, when submitted for approval, shall include:

- (a) Complete Architectural, Structural, Mechanical and Electrical design drawings. These drawings shall be on mylar or any equally durable and reproducible material. If the Project is a structure, the title sheet of the Project shall reflect an accurate take-off of:
  - (1) Gross square footage,
  - (2) Gross building volume.

This takeoff shall be made in accordance with AIA-Documents-D101, current Edition. In addition, the net assignable square footage shall be shown when requested. These original drawings shall each bear the seal and signature of the Architect/Engineer and the appropriate responsible professional Engineering Consultants.

- (b) Complete Bidding Documents, Architectural, Structural, Mechanical and Electrical specifications. The format for these technical specifications shall be the current edition of "The CSI Format For Construction Specifications" published by The Construction Specifications Institute.
- (c) The Architect/Engineer's final estimate of construction cost.

The Architect/Engineer shall cooperate with State Buildings Programs and/or other consultants employed by the State of Colorado to check the drawings and specifications. If and when required, the Architect/Engineer shall make available for review design data forming the basis for drawings and specifications to such consultants.

The final Construction Documents shall be approved by both the Principal Representative and State Buildings Programs.

The Architect/Engineer shall furnish copies of the construction documents as follows, subject to limitations hereinafter set forth:

- (d) For bidding: Sufficient sets to insure distribution among prime contractors and subcontractors in accordance with the advertisement for bids.
- (e) For contract documents: The Principal Representative will require up to seven (7) sets for the contract documents. These construction documents may be the same as those used for bidding purposes.
- (f) For construction: Each prime contractor shall be furnished with a reasonable number of sets or partial sets of the construction documents to insure prompt prosecution of the work.
- (g) Twenty-five (25) complete sets of drawings and specifications shall be the maximum required to be furnished by the Architect/Engineer. The Principal Representative will pay for all other sets of documents or partial sets of documents required at the cost of reproduction.

**D. CONSTRUCTION PHASE - GENERAL ADMINISTRATION OF CONSTRUCTION CONTRACTS**

The Architect/Engineer under the terms of his agreement with the State of Colorado has agreed that he, his structural, mechanical and electrical engineers will make, and the Contractor has the right to expect, periodic visits to the site to generally monitor the progress and quality of the work to determine in general if the work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the work and to the preparation, fabrication or manufacture of materials.

Specifically, the Architect/Engineer has agreed to monitor for contract compliance the following:

- (a) Shop drawings;
- (b) Bearing surfaces of excavations before concrete is poured;
- (c) Reinforcing steel after installation and before concrete is poured;
- (d) Structural concrete;
- (e) Laboratory reports on all concrete;
- (f) Structural steel during and after erection and prior to its being covered or enclosed;
- (g) Mechanical work following its installation and prior to its being covered or enclosed;
- (h) Electrical work following its installation and prior to its being covered or enclosed.

The Architect/Engineer agrees to notify State Buildings Programs of specific visits he intends to carry out during the various phases of construction.

The Architect/Engineer shall exercise due diligence to safeguard the State of Colorado against defects, deficiencies, noncompliance with drawings and specifications, and/or unsatisfactory workmanship. If, in the opinion of the Architect/Engineer, the work is not being carried out in a sound, efficient and skillful manner, the Architect/Engineer may temporarily suspend the work in accordance with Article 22B of the General Conditions and shall notify the Principal Representative setting forth the reasons.

The Architect/Engineer shall keep accurate accounts with respect to the work on the project and shall see to the proper issuance of State Form SC 7.2, used as a Certificate and Contractor's Application for Payment.

If at any time the Architect/Engineer delegates any of his responsibility for the monitoring of the work to some other person, such other person must be properly qualified by training and experience to monitor the work. The Principal Representative and State Buildings Programs shall review and approve the qualifications of all persons, other than the Architect/Engineer, performing the functions of the Architect/Engineer in respect to the services required by this agreement.

When the work is complete and ready for acceptance, the Contractor, under Article 50(A) of the General Conditions, is required to file a written Notice with the Architect/Engineer, who in turn shall notify State Buildings Programs and the Principal Representative, that the work, in the opinion of the Contractor, is complete under the terms of the Contract. This Notice shall receive prompt action by the notified parties.

Within ten (10) days after the Contractor files written notice that the work is complete, the Architect/Engineer, the Principal Representative and the Contractor shall make a "final inspection" of the project to determine whether the work has been completed in accordance with the Contract

Documents (State Buildings Programs to be notified of inspection). A final punch list shall be made by the Architect/Engineer in sufficient detail to fully outline to the Contractor:

- (a) Work to be completed, if any;
- (b) Work not in compliance with the drawings or specifications, if any;
- (c) Unsatisfactory work for any reason, if any.

The required number of copies of the punch list will be countersigned by the authorized representative of the Principal Representative and will then be transmitted by the Architect/Engineer to the Contractor, the Principal Representative, and State Buildings Programs.

The Architect/Engineer shall notify the Principal Representative that to the best of his knowledge and belief, the project has been completed in accordance with the contract documents; all items on the final punch list satisfied; and recommend the acceptance of the Project.

The Architect/Engineer, the Principal Representative and the Contractor shall make at least two complete inspections of the work after the work has been accepted. One such inspection, the "Six-Month Guaranty Inspection", shall be made approximately six (6) months after the acceptance of the work; and another such inspection, the "Eleven-Month Guaranty Inspection", shall be made approximately eleven (11) months after the acceptance of the work. The Principal Representative shall schedule and so notify all parties concerned, including the State Buildings Programs, of these inspections.

Written punch lists and reports of these inspections shall be made by the Architect/Engineer and forwarded to the Contractor, the State Buildings Programs, and all of the other participants within ten (10) days after the completion of the inspections. The Contractor shall immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report, and shall promptly complete all such remedial work in a manner satisfactory to the Architect/Engineer and the State Buildings Programs.

The Architect/Engineer shall follow through on all punch list items and notify State Buildings Programs and the Principal Representative when such have been completed.

#### **ARTICLE 4.     ADDITIONAL COMPENSATION**

If the Architect/Engineer is caused additional service, drafting or other expense due to changes ordered by the Principal Representative after the Design Development Phase has been approved or by other circumstances beyond the Architect/Engineer's control and not occasioned by any neglect or default of the Architect/Engineer, then the Architect/Engineer shall be reimbursed his cost for such additional service. Additional services by the Architect/Engineer, authorized by the Principal Representative, will be billed at the hourly rates proposed in the Wage Rates Schedule, Exhibit "B". Other necessary outside services, such as structural, mechanical, or electrical engineering performed by independent consultants, will be billed at the actual cost to the Architect/Engineer, plus ten percent (10%) of such cost for supervision of such outside work. In addition, the Architect/Engineer shall also be reimbursed his actual cost of reproduction of additional drawings and specifications.

The Architect/Engineer shall maintain an accurate cost accounting system as to all such additional expenses and shall make available to the Principal Representative all records, canceled checks and other disbursement media to substantiate any and all requests for payments hereunder.

The Architect/Engineer shall file with the Principal Representative, and, prior to incurring such expenses, secure his approval of rates per hour, per day, or other basis of cost for his architectural, structural, mechanical and electrical engineering services.

The expenditures under this provision shall be disapproved unless the Architect/Engineer first shall have filed with the Principal Representative an estimate of the maximum cost of such additional service and been authorized, in writing, by the Principal Representative to proceed. If such an estimate is filed with the Principal Representative, then payment shall not exceed the maximum cost estimated by the Architect/Engineer and approved by the Principal Representative.

If it shall prove impossible to secure one or more bona fide bids from reliable contractors based on drawings and specifications prepared by the Architect/Engineer at a price not exceeding the authorized construction cost of the work, then the Architect/Engineer shall, if desired by the Principal Representative, change the drawings and specifications at his own expense in such manner, acceptable to the Principal Representative, as may be found necessary to secure bids from reliable contractors at not more than the authorized construction cost, provided, however, that where the difference between the authorized construction cost and the cost of the work as revealed by the bids is due to an increase in building costs, as substantiated by indices and data secured from reliable sources, or to other circumstances beyond the control of the Architect/Engineer, between the date of authorization by the Principal Representative to proceed with preparation of construction documents and the date when the bids are opened, the Principal Representative shall reimburse the Architect/Engineer as described above.

If any work designed or specified by the Architect/Engineer in the scope and course of his employment hereunder is abandoned or suspended by the Principal Representative for cause not attributable to the Architect/Engineer's services, the Architect/Engineer shall be equitably compensated for the service rendered on account of the work so abandoned or suspended.

## **ARTICLE 5. THE PRINCIPAL REPRESENTATIVE'S RESPONSIBILITIES**

The Principal Representative shall:

- (a) Provide full information as to his requirements for the Project.
- (b) Designate, when necessary, a representative authorized to act in his behalf. He shall examine documents submitted by the Architect/Engineer and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect/Engineer's work. He shall observe the procedure of issuing orders to contractors only through the Architect/Engineer.
- (c) Furnish or direct the Architect/Engineer, in writing, to obtain at the Principal Representative's expense, a certified survey of the site, giving, as required, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the building site; locations, dimension and complete data pertaining to existing buildings, other improvements and trees; full information as to available service and utility lines both public and private; and test borings and pits necessary for determining subsoil conditions.
- (d) Pay for structural, chemical, mechanical, soil mechanics or other tests and reports if required.
- (e) Arrange and pay for such legal, audit and insurance counseling services as may be required for the Project.

If the Principal Representative observes or otherwise becomes aware of any defect in the Project, he shall give prompt written notice thereof to the Architect/Engineer.

#### **ARTICLE 6. PROJECT CONSTRUCTION COST**

The project construction cost means the cost of the work to the Principal Representative, but such cost shall not include any Architect/Engineer's or special consultant's fees or reimbursement or the cost of a Construction Inspector, or equipment installed by the Principal Representative under separate contract unless the Architect/Engineer is required by the Principal Representative to prepare drawings and specifications, and monitor the installation of such equipment.

When labor or material is furnished by the Principal Representative below its market cost, the cost of the work shall be computed upon the market cost as to such labor or materials furnished by the Principal Representative.

#### **ARTICLE 7. REIMBURSABLE EXPENSE**

The Architect/Engineer shall be reimbursed:

- (a) In accordance with the provisions of ARTICLE 3.2.C. of this agreement, for all copies over twenty-five (25) of the construction documents which are provided for the project.
- (b) The costs of all items furnished by the Architect/Engineer in accordance with ARTICLE 5.(c) and (d).
- (c) Fees of special consultants if their employment is authorized in advance by the Principal Representative for other than the normal structural, mechanical and electrical engineering services.

The Architect/Engineer shall make as a part of his services all required trips to the project site.

#### **ARTICLE 8. PAYMENT FOR SERVICES**

Payments to the Architect/Engineer on account of his fee shall be made as follows:

- (a) Upon completion of existing drawing review and field investigations of Schematic Design Phase a sum equal to \_\_\_\_\_percent (     %) of the basic fee.
- (b) Upon completion of the Design Development Phase a sum sufficient to increase payments to \_\_\_\_\_ percent (     %) of the basic fee.
- (c) During the Construction Documents Phase monthly payments based upon Architect/Engineer's costs and aggregating at the completion thereof a sum sufficient to increase payments to \_\_\_\_\_ percent (     %) of the basic fee.
- (d) The balance of the Architects/Engineer's fee, based upon the final cost of the work. Final payment shall not be made until after the project is accepted, all guaranties, certificate of completion, and all as-built drawings and reproducible copies are delivered to the Principal Representative, and the contract is otherwise fully performed by the Architect/Engineer except for the inspections required during the guaranty year.

Payments to the Architect/Engineer, other than those of his fee, fall due from time to time as his work is done or as costs are incurred.

No deductions shall be made from the Architect/Engineer's fee on account of penalty, liquidated damages, or other sums withheld from payments to contractor.

#### **ARTICLE 9. ARCHITECT/ENGINEER'S ACCOUNTING RECORDS**

Records of the Architect/Engineer's Direct Personnel, Consultant, and Reimbursable Expense pertaining to this Project and records of accounts between the Principal Representative and Contractor shall be kept on a generally recognized accounting basis and shall be available to the Principal Representative or his authorized representative at mutually convenient times and extending to three (3) years after final payment under this agreement.

#### **ARTICLE 10. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon seven (7) days' written notice with copies filed with the State Buildings Programs and the State Controller, should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, due to the fault of others than the Architect/Engineer, the Architect/Engineer shall be paid for services performed to termination date, including reimbursements then due.

#### **ARTICLE 11. OWNERSHIP OF DOCUMENTS**

Drawings and specifications as instruments of service are the property of the State of Colorado whether the work for which they are made be executed or not, and are not to be used on other work except by agreement with the Architect/ Engineer.

The Architect/Engineer shall, upon completion of the work, furnish the Principal Representative, the original tracings corrected to be record drawings of the Project, plus one set of mylar Reproducibles to State Buildings Programs.

#### **ARTICLE 12. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the partners, heirs, executors, administrators, successors and assigns of the Architect/Engineer.

#### **ARTICLE 13. CHANGES IN DRAWINGS**

The Architect/Engineer shall maintain careful supervision over all changes in the final drawings in the course of the work. All change orders shall be on forms supplied by the Principal Representative, and the Architect/Engineer shall keep a current record of all variations or departures from the drawings and specifications as originally approved.

Every change order must be approved by the Principal Representative and the Architect/Engineer, except that the approval of the Principal Representative shall not be required in a case involving a matter of emergency, safety or health. The Architect/Engineer shall carefully monitor all changes during the course of the work.

All requests for change orders must be made in writing and approved by State Buildings Programs and the State Controller.

The architect/engineer and its consultants shall, upon completion of the construction, receive "redline" as built drawings from the contractor. These redline changes shall describe the built condition of the project. This information and all of the incorporated changes directing bidding addenda, change order or architect/engineer's supplementary instructions shall be incorporated by the architect and its consultant into a record drawing document in the form of an electro-media Autocad Release format or as directed by the Principal Representative.

#### **ARTICLE 14. PROFESSIONAL ASSOCIATION PERMITTED**

The Architect/Engineer may, with the prior written consent of the Principal Representative, join with him in the performance of this Agreement any other duly licensed Architect or Architects or registered Engineers with whom he may, in good faith, and enter into an association.

#### **ARTICLE 15. DISSOLUTION OF PROFESSIONAL ASSOCIATION**

In the event there is dissolution of the association, other than by death of a member, the State of Colorado, acting by and through the Principal Representative, shall designate which former member shall continue with the work and may make all payments thereafter falling due in connection with the work directly to the person or persons so designated and without being required to look to the application of such payments as among the former members.

#### **ARTICLE 16. DEATH OR DISABILITY**

In the event of the death of one member of an association, the surviving member or members of the association, as an association, shall succeed to the rights and obligations of the original association hereunder. In the event of the death or disability of a sole Architect/Engineer, which shall prevent his performance of this Agreement after the same shall have been commenced by him, such Architect/Engineer, in the event of his disability, or his executors or administrators, in the event of his death, shall be paid such sums as may be due the Architect/Engineer under this Agreement. In such event all drawings, specifications and models theretofore prepared by the Architect/Engineer shall be delivered to and become the property of the State of Colorado, with full authority to use, employ, or modify the same in the construction of the contemplated building, either at the same site or at some other site.

#### **ARTICLE 17. ASSIGNMENT OF AGREEMENT NOT PERMITTED**

The Architect/Engineer may not assign his performance of this Agreement, or any money due or to become due by operation of this Agreement, without prior written consent of the Principal Representative and the State Controller.

## **ARTICLE 18. EQUAL OPPORTUNITY - AFFIRMATIVE ACTION**

The Architect/Engineer agrees to comply with the letter and spirit of the Colorado Anti-discrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (✓24-34-402, C.R.S., as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or subcontracts.

During the performance of this contract, the Architect/Engineer agrees as follows:

- (a) The Architect/Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age. The Architect/Engineer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect/Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.
- (b) The Architect/Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.
- (c) The Architect/Engineer will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the Architect/Engineer's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.
- (d) The Architect/Engineer and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organizations, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.
- (f) A labor organization, of the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.
- (g) In the event of the Architect/Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Architect/Engineer may be declared

ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and the rules, regulations or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or order promulgated in accordance therewith, or as otherwise provided by law.

- (h) The Architect/Engineer will include the provisions of paragraphs (a) through (h) in every subcontract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The Architect/Engineer will take action with respect to any subcontracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Architect/Engineer becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the Architect/Engineer may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

## **ARTICLE 19. INSURANCE**

It is agreed and understood Architect/Engineer shall maintain in full force and effect adequate comprehensive general liability insurance and property damage insurance, as well as workmen's compensation and employer's liability insurance. Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of the Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of Architect/Engineer, any consultant or associate thereof, anyone directly or indirectly employed by Architect/Engineer, or anyone for whose acts any of them may be liable. Architect/Engineer shall submit a Certificate of Insurance at the signing of this Agreement and also any notices of Renewal of said Policy as they occur.

## **ARTICLE 20. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS**

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions or Professional Liability Insurance Policy in the amount of \$100,000 minimum coverage or such other minimum coverage as determined by the Principal Representative and approved by the State Buildings Programs. The policy shall remain in effect for the duration of this Agreement and for at least two years beyond the completion and acceptance of the facility. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury or death, or to injury to or destruction of tangible property, or to failures of the structure or facility, including the loss of use resulting therefrom, and is caused, in whole or in part, by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, anyone directly or indirectly employed by Architect/Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of the said policy as they occur.

## **ARTICLE 21. BENEFITS ACCRUING TO OTHER STATE EMPLOYEES OR OFFICERS**

- A. It is understood and agreed that no benefits, payments or considerations received by Architect/Engineer for the performance of services associated and pertinent to this Agreement shall accrue, directly or indirectly, to any employee, or employees, elected or appointed officers or representatives, or by any other person or persons identified as agents of, or who are by definition, public servants of the State of Colorado.
- B. The signatories hereto aver that they are familiar with  $\checkmark$ 18-8-301, et seq., (Bribery and Corrupt Influences) and  $\checkmark$ 18-8-401, et seq., (Abuse of Public Office), C.R.S. as amended, and that no violation of such provisions is present.
- C. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

## **ARTICLE 22. GOVERNING LAW**

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

## **ARTICLE 23. MODIFICATION OF ARTICLE 3. HEREINBEFORE**

The services to be performed by Architect/Engineer, as specified and described in ARTICLE 3. "BASIC SERVICES OF ARCHITECT/ENGINEER" hereinabove, are those services ordinarily contemplated in the design and construction of an entirely new and complete building, whereas the Project hereof is as set forth in the recitals to this AGREEMENT, and the Architect/Engineer of said services of ARTICLE 3. shall perform only those services which are essential to this particular Project, and which are customarily performed in the professional practice of Architecture and Consulting Engineering, in the community, for projects of similar character, scope and magnitude.

## **ARTICLE 24. CONTINUING FINANCIAL OBLIGATIONS**

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise made available.

## **ARTICLE 25. WAGE RATES**

In accordance with Title  $\checkmark$ 24-30-1404 (1), C.R.S., the Architect/Engineer has executed a schedule, which is attached hereto and made a part hereof by reference as Exhibit "B", stating that wage rates and other factual unit costs supporting the compensation paid by the State for these professional services are accurate, complete and current.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Principal Representative determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this contract.

## **ARTICLE 26. CONTINGENT FEE PROHIBITION**

In accordance with Title 24-30-1404 (4), C.R.S., the Architect/Engineer warrants that he has not employed or retained any company or person other than a bona fide employee working solely for him, to solicit or secure this contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of this contract.

For breach or violation of this warranty, the Principal Representative shall have the right to terminate this contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

## **ARTICLE 27. PUBLIC ART LAW**

In recognition of the Public Art Law, Title 24-80.5-101, C.R.S., if the State determines that this project is eligible for the acquisition of artworks in accordance with this law, the architect agrees to participate in the art selection process as an art jury member and to cooperate with and to advise the State in working with the commissioned artist(s) for this capital construction project.

## **ARTICLE 28. EXTENT OF AGREEMENT**

### **1. INTEGRATED AGREEMENT**

This agreement represents the entire and integrated agreement between the Principal Representative and the architect/engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Principal Representative, the architect/engineer, the director of State Buildings Programs, the Attorney General or delegee and the State Controller or delegee.

### **2. INCORPORATION OF OTHER DOCUMENTS**

Principal Representative and Architect/Engineer understand and agree the attachments and exhibits hereto are and shall be integral parts of this Agreement and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

## **ARTICLE 29. INDEMNIFICATION**

To the extent authorized by law, the Architect/Engineer shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs,

expenses and attorney's fees, to the extent such claims are caused by any professional act or omission of, or breach of contract by, the Architect/Engineer, its employees, agents, subcontractors or assignees pursuant to the terms of this contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the State, its employees, agents, other contractors or assignees, or other parties not under the control of or responsible to the Architect/Engineer.

## **ARTICLE 30. STATUTORY DESIGN REQUIREMENTS**

Principal Representative and Architect/Engineer understand and agree they are familiar with the provisions of Colorado Revised Statutes, as amended, ✓24-82-601 to 602, ✓24-30-1304 to 1305 and ✓9-5-101 to 112, and to the extent applicable, shall comply with those provisions in the design of this Project. Further, when applicable, this Project shall comply with Headnotes 4 and 5 and Footnote 3 of Section 3, Senate Bill 218 of the 1987 Legislative Session as follows:

Headnote (4) - Operating and maintenance costs shall be a major consideration in the design and construction of any project involving renovation.

Headnote (5) - Except as otherwise specifically noted, figures in parentheses beneath the appropriation figures in this section designate the gross square footage, within 5%, to which the structures may be built.

Footnote (3) - Due to problems experienced with roofs with minimal grade, all roofing systems on new construction should have a minimum slope of one-quarter inch per foot. In addition, structural systems of buildings built on bentonite should not be slab on grade.

## **ARTICLE 31. SPECIAL PROVISIONS**

### **1. STATUTORY LIMITATION**

In accordance with the conditions imposed in the appropriation authorizing the construction project herein contemplated, the total fee recited in ARTICLE 2. hereinbefore includes all fees for survey and site investigation (if requested by the Principal Representative) and architectural and engineering services, and nothing herein contained shall be construed or understood to commit State to total expense greater than that which is provided in the appropriation. Further, no funds appropriated for any other purpose shall be expended for such services.

### **2. INDEPENDENT CONTRACTOR**

The Architect/Engineer shall perform its duties herein as an independent contractor and not as an employee. Neither the Architect/Engineer nor any agent or employee of the Architect/Engineer shall be or shall be deemed to be an agent or employee of the State. Architect/Engineer shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Architect/Engineer, its employees and agents.

#### **ARTICLE 32. WORK PRIOR TO EXECUTION OF THE CONTRACT**

Work or services performed, or expenses incurred prior to the execution of this contract (State Controller approval), without the prior written consent of the Principal Representative, SHALL NOT be reimbursable under the terms and conditions of this contract. This is in accordance with the provisions of C.R.S. ✓24-30-202(3), as amended.

#### **ARTICLE 33. VALIDITY OF AGREEMENT**

This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado, or such assistant as he may designate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in original and two counterparts the day and year first above written.

STATE OF COLORADO,  
Acting by and Through  
The Department of \_\_\_\_\_

(Corporate Seal)

By \_\_\_\_\_  
Principal Representative

THE ARCHITECT/ENGINEER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_

By \_\_\_\_\_

APPROVED:  
DEPARTMENT OF PERSONNEL / GSS  
STATE BUILDINGS AND  
REAL ESTATE PROGRAMS

By: \_\_\_\_\_

APPROVED:  
STATE OF COLORADO  
STATE CONTROLLER'S OFFICE  
Clifford Hall, State Controller

By: \_\_\_\_\_

APPROVED:  
STATE OF COLORADO  
DEPARTMENT OF LAW  
Gale A. Norton, Attorney General

By: \_\_\_\_\_

**ARCHITECT / ENGINEER AGREEMENT  
EXHIBIT C**

**ARCHITECT/ENGINEER CERTIFICATION**

I hereby certify:

- a. That I am the \_\_\_\_\_ and duly authorized representative  
of the firm of \_\_\_\_\_; and
- b. That the wage rates and other factual unit costs supporting the compensation to be paid by the  
State for these professional services are accurate, complete, and current; and
- c. That I understand the original contract price and any additions shall be adjusted to exclude any  
significant sums by which the State determines the contract price had been increased due to  
inaccurate, incomplete, or non-current wage rates and other factual unit costs; and
- d. That all such contract adjustments shall be made within one year following the end of this  
contract.

\_\_\_\_\_  
Signature

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS**



**STANDARD  
CONSULTANT AGREEMENT  
(FORM 6-AC-02A)**

CONTRACT ROUTING NO. \_\_\_\_\_

AGENCY IDENTIFICATION NO. \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

INSTRUCTIONS:

- 1) This standard contract form is to be used for all professional services involving studies or other professional services where the product or the services does not result in construction, demolition or asbestos abatement.
- 2) Modification of this standard contract form shall be limited to project description, scope of work, payment provision, etc., and does not include modification of standard "boiler-plate" language in the contract. (Refer to State Buildings and Real Estate Programs for additional instructions.)

**STATE OF COLORADO**  
**STATE BUILDINGS AND REAL ESTATE PROGRAMS**  
**o CONSULTANT AGREEMENT (FORM 6-AC-02A)**

<b>TABLE OF CONTENTS</b>	<b>PAGE(S)</b>
<b>Recitals</b>	1
<b>Articles:</b>	
1. Scope of Work	1
2. Compensation	1
3. Consultant Certification	1
4. Contract Expiration	2
5. Contingent Fee Prohibition	2
6. Termination of Agreement	2
7. Consultant's Accounting Records	2
8. Assignment of Agreement Not Permitted	2
9. Independent Contractor	2
10. Integration of Understanding	2
11. Benefits Accruing to Other State Employees or Officers	3
12. Incorporation of Other Documents	3
13. Work Prior to Execution of Contract	3
14. Insurance	3
15. Special Provisions	4-5
Controller's Approval	4
Fund Availability	4
Bond Requirement	4
Indemnification	4
Discrimination and Affirmative Action	4-5
Colorado Labor Preference	5
General	5
<b>Signature Approvals</b>	6
<b>Exhibits:</b>	
"A" Consultant's Proposal (Not Included)	
"B" Consultant's Wage Rates Schedule (Not Included)	
"C" Consultant Certification	7

## STATE OF COLORADO CONSULTANT AGREEMENT

PROJECT NUMBER: \_\_\_\_\_

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ by and between the State of Colorado, acting by and through the \_\_\_\_\_, hereinafter referred to as the Principal Representative, and \_\_\_\_\_, hereinafter referred to as the Consultant.

**WHEREAS**, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number \_\_\_\_\_, Account Number \_\_\_\_\_, Contract Encumbrance Number \_\_\_\_\_; and

**WHEREAS**, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

**WHEREAS**, the Principal Representative intends to \_\_\_\_\_: hereinafter called the Project; and

**WHEREAS**, the Consultant was selected and determined to be the most qualified, and fees negotiated in accordance with the provisions of C.R.S. §24-30-1401 et seq; and

**NOW THEREFORE**, it is hereby agreed that

### ARTICLE 1. SCOPE OF WORK

The Consultant, in consideration of State's promises hereinafter made, promises to perform and accomplish all the work and services proposed, and in accordance with the terms and conditions set forth in the scope of work description and proposal dated \_\_\_\_\_, which documents are attached hereto and made a part hereof by reference as Exhibit "A". Contractor shall undertake and perform the necessary work and services as is customarily done in the professional practice of architecture/engineering/consulting in the community for undertakings of similar character, scope and magnitude.

### ARTICLE 2. COMPENSATION

In consideration for the performance of the said work and services, Principal Representative agrees to pay to Consultant fees and charges not to exceed \_\_\_\_\_ (\$\_\_\_\_\_). The total fees and expenses shall be payable upon completion of the work and services and acceptance by the Principal Representative. Payment shall be made against Application for Payment (State of Colorado Form SC-7.1), submitted in quintuplicate.

### ARTICLE 3. CONSULTANT CERTIFICATION

In accordance with Title §24-30-1404 (1), C.R.S., the Consultant has executed a certificate, which is attached hereto and made a part hereof by reference as Exhibit "C", stating that wage rates (Exhibit "B") and other factual unit costs supporting the compensation paid by the State for these professional services are accurate, complete, and current. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the State determines the contract price has been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this contract.

#### **ARTICLE 4. CONTRACT EXPIRATION**

Unless sooner terminated, this Contract shall remain in effect until the work and services are completed and accepted by the Principal Representative.

#### **ARTICLE 5. CONTINGENT FEE PROHIBITION**

In accordance with Title 24-30-1404 (4), C.R.S., the Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for him, to solicit or secure this Contract, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from the award or the making of this Contract. For breach or violation of this warranty, the State shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

#### **ARTICLE 6. TERMINATION OF AGREEMENT**

Any breach of the terms and conditions of the contract by Consultant shall, unless waived by the Principal Representative in writing, constitute a default by the Consultant hereunder and the Principal Representative shall thereafter have no obligation to the Consultant, and may select any of the remedies available to the Principal Representative under law. In the event of default by the Consultant, the contract may be terminated upon seven (7) days written notice to the Consultant by the Principal Representative with copies filed with the State Controller.

#### **ARTICLE 7. CONSULTANT'S ACCOUNTING RECORDS**

Records of the Consultant's Direct Personnel, Consultant, and Reimbursable Expense pertaining to this Contract and records of accounts between the Principal Representative and Consultant shall be kept on a generally recognized accounting basis and shall be available to the Principal Representative at mutually convenient times and extending to three (3) years after final payment under this Contract.

#### **ARTICLE 8. ASSIGNMENT OF AGREEMENT NOT PERMITTED**

The Consultant may not assign its performance of this Contract or any part thereof without the prior written consent of the Principal Representative, but the contract shall be binding upon and inure to the benefit of the successors and assigns of the contract.

#### **ARTICLE 9. INDEPENDENT CONTRACTOR**

The parties of this Contract intend that the relationship between them contemplated by this Contract is that of employer-independent contractor. No agent, employee, or servant of Consultant shall be or shall be deemed to be an employee, agent, or servant of the State. Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subconsultants during the performance of this Contract.

#### **ARTICLE 10. INTEGRATION OF UNDERSTANDING**

This Contract is intended as the complete integration of all understandings between the parties. No period or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Principal Representative, State Buildings Programs, and the State Controller.

#### **ARTICLE 11. BENEFITS ACCRUING TO OTHER STATE EMPLOYEES OR OFFICERS**

It is understood and agreed that no benefits, payments or considerations received by Consultant for the performance of services associated and pertinent to this Contract shall accrue, directly or indirectly, to any employee, or employees, elected or appointed officers or representatives, or by any other person or persons identified as agents of, or who are by definition, public servants of the State of Colorado.

#### **ARTICLE 12. INCORPORATION OF OTHER DOCUMENTS**

The Principal Representative and Consultant understand and agree the attachments and exhibits hereto are and shall be integral parts of this Contract and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Contract shall supersede, govern and control.

#### **ARTICLE 13. WORK PRIOR TO EXECUTION OF CONTRACT**

Work or services performed, or expenses incurred prior to the execution of this Contract (State Controller Approval) without the prior written consent of the Principal Representative shall not be reimbursable and are not eligible expenditures under the terms and conditions of this Contract. This is in accordance with the provisions of 24-30-202(3), C.R.S., as amended.

#### **ARTICLE 14. INSURANCE**

It is covenanted and agreed by the Consultant that during the course of the services to be undertaken, the Consultant shall maintain in full force and effect Workmen's Compensation and Employer's Liability Insurance as required by applicable law and in addition, Comprehensive General Liability, and Property Damage Insurance from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of the said services, with minimum coverages to be determined by the Principal Representative, and provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of Consultant, subconsultant or associate thereof, anyone directly or indirectly employed by Consultant, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

Consultant shall submit a Certificate of Insurance listing the Principal Representative as additional insured and submitting the endorsement of such to the Principal Representative evidencing such insurance policies and notices of renewals of said policies as they occur shall be forwarded to the address first given above at the signing of this Contract.

#### **ARTICLE 15. SPECIAL PROVISIONS**

(Insert Page 1 of the Special Provisions form 6-AC-02B here)

(Insert Page 2 of the Special Provisions form 6-AC-02C here)

**CONSULTANT AGREEMENT  
EXHIBIT C**

**CONSULTANT CERTIFICATION**

I hereby certify:

- a. That I am the \_\_\_\_\_ and duly  
authorized representative of the firm of  
\_\_\_\_\_; and
- b. That the wage rates and other factual unit costs supporting the compensation to be paid  
by the State for these professional services are accurate, complete, and current; and
- c. That I understand the original contract price and any additions shall be adjusted to  
exclude any significant sums by which the State determines the contract price had been  
increased due to inaccurate, incomplete, or non-current wage rates and other factual unit  
costs; and
- d. That all such contract adjustments shall be made within one year following the end of  
this contract.

\_\_\_\_\_  
Signature

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS**



**STANDARD  
CONSTRUCTION AGREEMENT  
(FORM 395-61-01-6211)**

---

CONTRACT ROUTING NO. \_\_\_\_\_

AGENCY IDENTIFICATION NO. \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

---

**STATE OF COLORADO**  
**STATE BUILDINGS AND REAL ESTATE PROGRAMS**  
**o CONSTRUCTION AGREEMENT**  
**(FORM 395-61-01-6211)**

**INSTRUCTIONS:**

- 1) This standard contract form is to be used for all construction services when the project delivery method is to be a lump-sum bid award. (Note: Refer to the fiscal rules for construction projects exempt from using this standard contract form when the anticipated construction costs are less than \$50,000.)
- 2) Modification of this standard contract form shall be limited to project description, scope of work, project duration and contract sum, etc., and does not include modification of standard "boiler-plate" language in the contract. (Refer to State Buildings and Real Estate Programs for additional instructions.)

<b>TABLE OF CONTENTS</b>	<b>PAGE(S)</b>
<b>Factual Recital</b>	1
<b>Witnesseth, Agreements:</b>	
1. Scope of Work	1
2. Workmanship of Contractor	1
3. Project Completion Time	1
4. Due Diligence of Contractor	1
5. Failure to Complete the Work	1
6. Contract Sum	
7. Incorporation of General Conditions, Article 1	1
8. Validity of Agreement	2
<b>Signature Blocks</b>	2
<b>Attachments</b>	
A. Labor and Material Payment Bond (Form SC-6.221)	1-2
B. Performance Bond (Form SC-6.22)	1-2
C. Certificate of Insurance (Not Included) (Refer to Chapter 6: Writing the Contract, Insurance Requirements, Certificates of Insurance: Overview and Instructions and Example, Page 6-21).	
D. Minority / Women Business Enterprise (MBE/WBE) Compliance Report (Form SBP-04) (Not Included)	
E. General Conditions of the Contract (Not Included)	

(insert Construction Agreement State Form SC 6.21 here)

(insert Labor and Materials Bond State Form SC 6.221 here)

(insert Performance Bond State Form SC 6.22 here)

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS**



**STANDARD  
CONTRACT MODIFICATION DOCUMENTS  
FOR  
DESIGN AND CONSTRUCTION AGREEMENTS**

---

**INSTRUCTIONS:**

- 1) The contract modification guidelines (Form SBP/CONTRACTMOD 01-196) are intended to instruct agency personnel involved in the administration of capital construction and controlled maintenance projects on the appropriate use and application of the contract modification documents contained herein.
  - 2) Modification of these standard documents shall be limited to scope of work, changes affecting contract sum and duration, etc., and does not include modification of standard "boilerplate" language in the documents. (Refer to State Buildings and Real Estate Programs for additional instructions.)
-

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
CONTRACT MODIFICATION DOCUMENTS  
FOR  
DESIGN AND CONSTRUCTION AGREEMENTS**

<b>TABLE OF CONTENTS</b>	<b>PAGE(S)</b>
o <b>Contract Modification Guidelines</b> (Form SBP/CONTRACTMOD 01-196)	1-2
o <b>Contract Amendment</b> (Form SBP-02) (Refer to Chapter 10, Section 14, Modifications to Contracts for additional instructions)	1-2
o <b>Change Order Bulletin</b> (Form SC-6.311)	1
o <b>Change Order Proposal</b> (Form SC-6.312) with Instructions	1-2
o <b>Change Order</b> (Form SC-6.31)	1
o <b>Supplement</b> (Form SC-7.0)	1-2

**CONTRACT MODIFICATION GUIDELINES:  
FORMAL AMENDMENTS vs. CHANGE ORDERS AND SUPPLEMENTS**

**AS PER C.R.S. 24-30-1303 (1)(s), (IV), & (V)**

---

- ⌋ These guidelines are intended to instruct all State agency personnel involved in the process of contract modifications pertaining to capital construction and controlled maintenance appropriations.
  - ⌋ Formal amendments, change orders and supplements cannot be used to commit the State to change work which exceeds the funds appropriated and authorized for the project.
  - ⌋ Contract modifications to construction and professional services contracts are to be documented on approved SBP forms.
- 

(The following generally apply to construction contracts and professional services contracts except as noted)

**Formal Amendments are required when:**

1. Changing a funding source to other than that referenced in the contract.
2. Change work is not at the same project location as referenced in the prime contract.
3. Modifying contracts to reflect negotiated claims settlements.
4. Contract modifications substituting contracting parties or otherwise changing the parties to the original agreement (e.g., novation, assignment, other)
5. Change work amends contract provision other than specifications or drawings.
6. Incorporating anticipated bid packages into the "construction manager/general contractor" (CM/GC) Base Agreement to raise the contract value after establishment of the guaranteed maximum price.
7. Modifying or establishing the guaranteed maximum price (GMP) or the fixed limit of construction cost in a CM/GC Agreement.

Note: The following State approval signatures are required on all amendments: Principal Representative, State Buildings/delegee, Attorney General/delegee and State Controller/delegee. Exception: After the approved amendment establishing the GMP on a CM/GC construction agreement, all subsequent amendments incorporating anticipated bid packages could be waived for attorney general legal review and signature upon request.

(A "Change Order" changes only specifications, drawings, or price/cost for a lump-sum bid construction contract. A "Supplement" is the equivalent format for professional services contracts)

**Change Orders or Supplements are permitted as noted when:**

1. Implementation of bid alternatives or bid unit prices regardless of value of change work. (Only a change order to the construction contract should be required.)
2. Drawing and specification change work accumulated value at less than or equal to the contingency identified in the construction contract for change orders or 10% of the professional services contract for supplements so long as within the general scope of the contract. (If proposed supplement change work exceeds the 10% accumulated value of the professional services contract, the agency can either request SBP review and approval or issue a formal amendment.)
3. Change work represents essential work necessary to achieve the originally intended results but was not identified in the original bid documents due to A/E omission. (Only a change order to the construction contract should be required.)
4. In the case of differing site conditions adjusting contract price/cost and making required changes to scope of work, specifications or drawings, where entitlement is not in dispute and the adjustment is within the contingency identified in the construction contract for a change order or, less than or equal to 10% of the professional services contract for a supplement.

Note: The following State approval signatures are required on all change orders or supplements: Principal Representative; State Buildings/delegee and State Controller/delegee.

---

Copies of State Buildings Approved forms for: Formal Amendment, Change Orders and Supplements are attached.

For additional clarifications and/or emergency occurrences, contact State Buildings Programs.

(insert Contract Amendment form SBP-02 here)

(insert Change Order Bulletin form SC-6.311 here)

**(insert Change Order Proposal form SC-6.312 here)**

**(insert Instructions for Change Order Proposal here)**

**(insert Change Order form SC-6.31 here)**

(insert Supplement form SC 7.0 here)

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS**



**CHECKLIST OF THE BASIC STEPS REQUIRED IN THE ADMINISTRATION OF  
CAPITAL CONSTRUCTION AND CONTROLLED MAINTENANCE PROJECTS  
(FORM SPB-P1.A)**

---

**INSTRUCTIONS:**

- 1) This checklist is provided as a guideline to describe the basic steps involved in the development and management of a "typical" capital construction or controlled maintenance project.
  - 2) Included in each anticipated "basic step" is a description of the appropriate State document to be used and a reference to the governing statute or rule, etc., if applicable. (Contact State Buildings and Real Estate Programs for additional instructions.)
-

**STATE BUILDINGS AND REAL ESTATE PROGRAMS  
POLICIES AND PROCEDURES**

- o **CHECKLIST OF THE BASIC STEPS REQUIRED IN THE ADMINISTRATION  
OF CAPITAL CONSTRUCTION AND CONTROLLED MAINTENANCE  
PROJECTS**

<b>TABLE OF CONTENTS</b>	<b>PAGE(S)</b>
A. <u>Setting Up a Project</u>	1
B. <u>Starting the Project</u>	1-5
C. <u>Managing the Project</u> (Architect/Engineer Agreement)	5
C1. <u>Managing the Project</u> (Contractor's Agreement)	6
D. <u>A/E Supplements/Change Orders/Amendments</u>	6-8
A/E Supplements	6
Change Orders	7
Amendments	8
E. <u>Fiscal Year End</u>	8
F. <u>Closing the Project</u>	8-10
References	10

(insert checklist here)

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS**



**STANDARD  
LEASE AGREEMENT (SHORT FORM)  
(FORM AC-395-53-01-0016-S)**

---

CONTRACT ROUTING NO. \_\_\_\_\_

LESSOR \_\_\_\_\_

LESSEE \_\_\_\_\_

LOCATION \_\_\_\_\_

---

#### INSTRUCTIONS:

- 1) This short form lease is appropriately utilized in the vast majority of the situations where a State agency is the Lessee.
- 2) If at any time a user of this form determines that a certain paragraph should not be included, (such as Paragraph #27, Broker Representation, when no Broker is involved in the transaction), simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering.
- 3) Any terms and conditions unique to a particular lease may be succinctly stated under Paragraph #28, Additional Provisions.
- 4) In those instances where an agency and a Lessor are working on a lease agreement that involves significantly more than merely filling in the blanks on this form, FAX to State Buildings and Real Estate Programs at (303) 894-7440 a copy of the proposed lease for pre-review prior to execution.

**STATE OF COLORADO**  
**STATE BUILDINGS AND REAL ESTATE PROGRAMS**  
o **LEASE AGREEMENT (SHORT FORM, AC-395-53-01-0016-S)**

<b>TABLE OF CONTENTS</b>	<b>PAGE(S)</b>
<b>Factual Recitals</b>	<b>1</b>
<b>Paragraphs:</b>	
1. Premises, Term, Rent	1
2. Services by Lessor	2
3. Work Requirements	2
4. Lessor's Representations	2
5. Maintenance of Premises	2
6. Lessor's Ownership	2
7. Lease Assignment	3
8. Applicable Law	3
9. Eminent Domain, Termination of Lease	3
10. Damage and Destruction	3
11. Fiscal Funding	3-4
12. Complete Agreement	4
13. Captions, Construction, and Lease Effect	4
14. Federal Funding	4
15. No Beneficial Interest	4
16. No Violation of Law	4
17. Controller's Approval	5
18. Notice	5
19. Holding Over	5
20. Consent	5
21. Lessee Liability Exposure	5
22. Security Deposit	5
23. Interruption of Services	5-6
24. Collection	6
25. Lessee's Tax Exempt Status	6
26. Lessee's Insurance	6
27. Broker Representation	6
28. Additional Provisions	6
<b>Signature Approvals</b>	<b>7</b>

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS**



**STANDARD  
LEASE AGREEMENT (SHORT FORM)  
(FORM AC-395-53-01-0016-S)**

---

CONTRACT ROUTING NO. \_\_\_\_\_

LESSOR \_\_\_\_\_

LESSEE \_\_\_\_\_

LOCATION \_\_\_\_\_

#### INSTRUCTIONS:

- 1) This short form lease is appropriately utilized in the vast majority of the situations where a State agency is the Lessee.
- 2) If at any time a user of this form determines that a certain paragraph should not be included, (such as Paragraph #27, Broker Representation, when no Broker is involved in the transaction), simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering.
- 3) Any terms and conditions unique to a particular lease may be succinctly stated under Paragraph #28, Additional Provisions.
- 4) In those instances where an agency and a Lessor are working on a lease agreement that involves significantly more than merely filling in the blanks on this form, FAX to State Buildings and Real Estate Programs at (303) 894-7440 a copy of the proposed lease for pre-review prior to execution.

**STATE OF COLORADO**  
**STATE BUILDINGS AND REAL ESTATE PROGRAMS**  
• **LEASE AGREEMENT (SHORT FORM, AC-395-53-01-0016-S)**

<b>TABLE OF CONTENTS</b>	<b>PAGE(S)</b>
<b>Factual Recitals</b>	<b>1</b>
<b>Paragraphs:</b>	
1. Premises, Term, Rent	1
2. Services by Lessor	2
3. Work Requirements	2
4. Lessor's Representations	2
5. Maintenance of Premises	2
6. Lessor's Ownership	2
7. Lease Assignment	3
8. Applicable Law	3
9. Eminent Domain, Termination of Lease	3
10. Damage and Destruction	3
11. Fiscal Funding	3
12. Lessor/Vendor Offsets	4
13. Complete Agreement	4
14. Captions, Construction, and Lease Effect	4
15. Federal Funding	4
16. No Beneficial Interest	5
17. No Violation of Law	5
18. Controller's Approval	5
19. Notice	5
20. Holding Over	5
21. Consent	5
22. Lessee Liability Exposure	5
23. Security Deposit	6
24. Interruption of Services	6
25. Collocation	6
26. Lessee's Tax Exempt Status	6
27. Lessee's Insurance	6
28. Broker Representation	6
29. Additional Provisions	6
<b>Signature Approvals</b>	<b>7</b>



State Lease I.D.#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Contract Routing Number: \_\_\_\_\_

## LEASE AGREEMENT

The printed portions of this form, except bold additions, have been reviewed  
by the State of Colorado Attorney General and approved by the State Controller.  
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_, by and between \_\_\_\_\_, whose address or principal place of business is \_\_\_\_\_, hereinafter referred to as "Lessor", and THE STATE OF COLORADO, acting by and through the DEPARTMENT OF \_\_\_\_\_, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, as to Lessee, authority exists in the Law, and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number \_\_\_\_\_, appropriation code \_\_\_\_\_ Contract Encumbrance Number PO-\_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. PREMISES, TERM, RENT. (A) Lessor hereby leases and demises unto Lessee the Premises, hereinafter referred to as "Premises" within the building located at \_\_\_\_\_, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as \_\_\_\_\_ includes approximately \_\_\_\_\_ (\_\_\_\_\_) square feet of rentable floor area; the leased Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit \_".

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Lessee, for the term beginning \_\_\_\_\_, and ending \_\_\_\_\_, at and for a monthly rental for the full term as shown below:

TERM DATE(S)	TERM RENT	MONTHLY RENT	APPROXIMATED ANNUALIZED SQ. FOOT COST
____/____/____ - ____/____/____	\$ _____	\$ _____	\$ _____

The Premises is to be used and occupied as \_\_\_\_\_ space. Payment shall be made on the first of each month during the term hereof, to the Lessor at:

or at such place as Lessor from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in article 11, Fiscal Funding and article 15, Federal Funding, herein.

2. **SERVICES BY LESSOR.** Lessor shall provide to Lessee during the occupancy of said Premises, as a part of the rental consideration, the following:

3. **WORK REQUIREMENTS.** All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Lessee, Lessor agrees to:

4. **LESSOR'S REPRESENTATIONS.** (A) Lessor represents that either: (1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this lease; or (2) in the event that an "asbestos response action" is contemplated as a part of the tenant finish for this lease, Lessor agrees to fully cooperate with Lessee in the Lessee's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Lessor, in Lessor's sole opinion, represents that with respect to this lease and the Lessee's Premises, the Building meets the requirements of the Americans with Disabilities Act.

5. **MAINTENANCE OF PREMISES.** Lessor shall, unless herein specified to the contrary, maintain the Premises in good repair and in tenantable condition during the term of this lease, except in the event of damage arising from an act or the negligence of Lessee, its agents or employees. Lessor shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance.

6. **LESSOR'S OWNERSHIP.** Lessor warrants and represents himself to be the owner of, or the authorized representative or agent of the owner of, the leased Premises in the form and manner as stated herein, and during the term of this lease covenants and agrees to warrant and defend Lessee in the quiet, peaceable enjoyment and possession of the leased Premises. In the event of any dispute regarding Lessor's ownership, Lessor shall immediately, upon request from and at no cost to Lessee, furnish proof thereof by delivering to Lessee an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

7. **LEASE ASSIGNMENT.** Lessee shall not assign this lease and shall not sublet the demised Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Lessee, its agents or employees, without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

8. **APPLICABLE LAW.** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this lease. Any provision of this lease, whether or not incorporated herein by reference, which provides for arbitration by

any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this lease to the extent that this agreement is capable of execution.

9. **EMINENT DOMAIN, TERMINATION OF LEASE.** If the leased Premises shall be taken by right of eminent domain, in whole or in part, then this lease, at the option of either party, shall forthwith cease and terminate and the current rent shall be properly apportioned to the date of such taking; and in such event the entire damages which may be awarded for such taking shall be apportioned between Lessor and Lessee, as their interests appear.

10. **DAMAGE AND DESTRUCTION.** In the event the leased Premises are rendered untenantable or unfit for Lessee's purposes by fire or other casualty, this lease will immediately terminate and no rent shall accrue to Lessor from the date of such fire or casualty. In the event the leased Premises are damaged by fire or other casualty so that there is partial destruction of such Premises or such damage as to render the leased Premises partially untenantable or partially unfit for Lessee's purposes, either party may, within five (5) days of such occurrence, terminate this lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

11. **FISCAL FUNDING.** (A) As prescribed by State of Colorado Fiscal Rules, it is understood and agreed this lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Further, the parties recognize that the act of appropriation is a legislative act, and the Lessee hereby covenants to take such action as is necessary under the laws applicable to the Lessee to timely and properly budget for, request of and seek and pursue appropriation of funds of the Legislature of the State of Colorado which will permit Lessee to make all payments required under this lease during the period to which such appropriation shall apply. In the event there shall be no funds made available, this lease shall terminate at the end of the then current fiscal year, with no penalty or additional cost as a result thereof to the Lessee.

(B) To make certain the understanding of the parties because this lease will extend beyond the current fiscal year, Lessee and Lessor understand and intend that the obligation of the Lessee to pay the monthly rental hereunder constitutes a current expense of the Lessee payable exclusively from Lessee's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of Sections 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither the Lessee, nor the Lessor on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payment of the annual rental charges.

(C) With such limitations in mind, Lessee contracts to lease the Premises herein before described and has reason to believe that sufficient funds will be available for the full term of this lease. Where, for reasons beyond Lessee's control, Lessee's funding entity does not allocate funds for any fiscal period beyond the one in which this lease is entered into, or does not allocate funds to continue this lease from the then current fiscal period, such failure to obtain funds not resulting from any act or failure to act on the part of Lessee, Lessee will not then be obligated to make the payments remaining beyond

Lessee's then current fiscal period. In such event, Lessee shall notify Lessor of such non allocation of funds by sending written notice thereof to the Lessor forty-five (45) days prior to the effective date of termination.

(D) The parties hereto further understand and agree that the only funds that have or may be so appropriated and available for payment under this lease in any one particular fiscal year are for the purpose and in an amount sufficient only to pay the rental charges provided for in article 1 above. Therefore, notwithstanding anything herein to the contrary, the payment by the Lessee of any other charges, liabilities, costs, guarantees, waivers, and any awards thereon of any kind pursuant to this lease against Lessee are contingent upon funds for such purpose(s) being appropriated, budgeted and otherwise made available through the said State of Colorado legislature process.

12. **LESSOR/VENDOR OFFSETS NOTICE.** Pursuant to §24-30-202.4 C.R.S., (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, C.R.S., (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

13. **COMPLETE AGREEMENT.** This lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

14. **CAPTIONS, CONSTRUCTION, AND LEASE EFFECT.** The captions and headings used in this lease are for identification only, and shall be disregarded in any construction of the lease provisions. All of the terms of this lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any provision of this lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this lease shall remain in full force and effect.

15. **FEDERAL FUNDING.** In the event that any or all funds for payment of this lease are provided by the Federal Government, this lease is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof, and if such funds are not made available this lease may be unilaterally terminated by the Lessee at the end of any month provided a ninety (90) day advance notice of termination is given to the Lessor in writing.

16. **NO BENEFICIAL INTEREST.** The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

17. **NO VIOLATION OF LAW.** The signatories hereto aver that they are familiar with §18-8-301, et seq., (Bribery and Corrupt Influences) and §18-8-401, et seq., (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present.

18. **CONTROLLER'S APPROVAL.** In accordance with the requirements of §24-30-202 (1) C.R.S., as amended, this lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

19. **NOTICE.** Any notice required or permitted by this lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Lessor:

Lessee:

Notice of change of address shall be treated as any other notice.

20. **HOLDING OVER.** If Lessee shall fail to vacate the Premises upon expiration or sooner termination of this lease, Lessee shall be a month-to-month Lessee and subject to all the laws of the State of Colorado applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Lessor and Lessee each hereby agree to give the other party at least thirty (30) days written notice prior to termination of this holdover tenancy.

21. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Lessor or Lessee is required under the terms of this lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within 30 days of the date of request was made. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.

22. **LESSEE LIABILITY EXPOSURE.** Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessee to the above cited laws.

23. **SECURITY DEPOSIT.** Lessee shall not be required to remit a security deposit to Lessor.

24. **INTERRUPTION OF SERVICES.** Notwithstanding anything in this lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service), and such interruption continues for a period of five (5) consecutive days, Lessee shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by the Lessee. If such

interruption continues for a period of ninety (90) days, Lessee shall have the option to cancel and terminate this lease without penalty.

25. **COLLOCATION.** In the event the State of Colorado builds, leases, or otherwise acquires a building for the purpose of collocating State agencies in one area, or designates an existing State owned building for such collocation of Lessee, this lease may be terminated by the Lessee upon giving written notice to the Lessor not less than sixty (60) days prior to the anticipated termination date.

26. **LESSEE'S TAX EXEMPT STATUS.** If because of Lessee's tax exempt status the Building is able to reduce its tax liability (hereinafter "Building Taxes"), then Lessee's rental obligation shall be decreased by the amount of the reduction in Building Taxes on a monthly prorata basis.

27. **LESSEE'S INSURANCE:** Lessee shall at its sole cost and expense, obtain insurance on its inventory, equipment, and all other personal property located on the leased Premises against loss resulting from fire or other casualty. The Lessee shall have the right to provide such insurance under a self insurance program, or, at any time during the term of this lease, to provide such insurance through an insurance company. With respect to general liability, the Lessor recognizes that the Lessee is self insured for general liability in accordance with the provisions of the Colorado Governmental Immunity Act and the Colorado Risk Management Act, §24-30-1501, et seq., C.R.S., as amended.

28. **BROKER REPRESENTATION:** Lessor and Lessee acknowledge that \_\_\_\_\_ is acting as a Landlord Agent on behalf of Lessor in this transaction and \_\_\_\_\_ is acting as a Tenant Agent on behalf of Lessee in this transaction. Further, Lessor and Lessee acknowledge that in consideration of \_\_\_\_\_ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, \_\_\_\_\_ will receive a leasing commission by separate agreement with \_\_\_\_\_.

29. **ADDITIONAL PROVISIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LESSOR:

\_\_\_\_\_

(If Corporation)  
Attest (Seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_ Federal Tax Identification Number

APPROVED:

STATE OF COLORADO  
DEPARTMENT OF PERSONNEL/GSS  
STATE BUILDINGS AND REAL  
ESTATE PROGRAMS

LESSEE:

STATE OF COLORADO  
Roy Romer, Governor  
Acting by and through  
The Department of \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED:

STATE OF COLORADO  
Gale A. Norton, Attorney General

APPROVED:

STATE OF COLORADO  
STATE CONTROLLER'S OFFICE  
Clifford Hall, State Controller

By: \_\_\_\_\_

By: \_\_\_\_\_

State Lease I.D.#: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS**



**STANDARD  
LEASE AGREEMENT (LONG FORM)  
(FORM AC-395-53-01-0016-L)**

---

CONTRACT ROUTING NO. \_\_\_\_\_

LESSOR \_\_\_\_\_

LESSEE \_\_\_\_\_

LOCATION \_\_\_\_\_

---

## INSTRUCTIONS:

- 1) This form is differentiated from the short form in that this one contains provisions which specifically set out an agreement between the parties, and a formula for carrying out such agreement, whereby the Lessee agrees to pay additional rent to Lessor, over and above the stated base rent, over the life of the lease, to cover Lessor's increased expenses based upon increased costs of building maintenance and repair, such as insurance, utilities, etc.
- 2) If at any time a user of this form determines that a certain paragraph should not be included, (such as Paragraph #27, Broker Representation, when no Broker is involved in the transaction), simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering.
- 3) This form is almost always used by an agency only when it is involved in a considerably more complicated lease agreement than are the vast majority of lease agreements. Very rarely will an agency use this Long Form lease without the active involvement of State Buildings and Real Estate Programs or the services of one of the State's Tenant Brokers.
- 4) Since this form is usually the basic form for the more complicated and extensive State leases, it often contains numerous customized additions, such as an option to purchase, an option to renew, and/or a provision for certain renovations to the premises part way through the lease term.

**STATE OF COLORADO**  
**STATE BUILDINGS AND REAL ESTATE PROGRAMS**  
o **LEASE AGREEMENT (LONG FORM AC-395-53-01-0016-L)**

<b>TABLE OF CONTENTS</b>	<b>PAGE(S)</b>
<b>Factual Recitals</b>	<b>1</b>
<b>Paragraph:</b>	
1. Premises, Term, Rent	1
2. Services by Lessor	2
3. Work Requirements	2
4. Lessor's Representations	2
5. Maintenance of Premises	2
6. Lessor's Ownership	2
7. Lease Assignment	3
8. Applicable Law	3
9. Eminent Domain, Termination of Lease	3
10. Damage and Destruction	3
11. Fiscal Funding	3-4
12. Complete Agreement	4
13. Captions, Construction, and the Effect	4
14. Federal Funding	4
15. No Beneficial Interest	4
16. No Violation of Law	5
17. Controller's Approval	5
18. Notice	5
19. Holding Over	5
20. Consent	5
21. Lessee Liability Exposure	5
22. Security Deposit	5
23. Interruption of Services	6
24. Collection	6
25. Lessee's Tax Exempt Status	6
26. Lessee's Insurance	6
27. Broker Representation	6
28. Additional Provisions	6-12
(A) Additional Rent	6
(1) Definitions	6-11
(2) Adjustment Mechanism	11-12
<b>Signature Approvals</b>	<b>13</b>

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS**



**STANDARD  
LEASE AGREEMENT (LONG FORM)  
(FORM AC-395-53-01-0016-L)**

---

CONTRACT ROUTING NO. \_\_\_\_\_

LESSOR \_\_\_\_\_

LESSEE \_\_\_\_\_

LOCATION \_\_\_\_\_

## INSTRUCTIONS:

- 1) This form is differentiated from the short form in that this one contains provisions which specifically set out an agreement between the parties, and a formula for carrying out such agreement, whereby the Lessee agrees to pay additional rent to Lessor, over and above the stated base rent, over the life of the lease, to cover Lessor's increased expenses based upon increased costs of building maintenance and repair, such as insurance, utilities, etc.
- 2) If at any time a user of this form determines that a certain paragraph should not be included, (such as Paragraph #27, Broker Representation, when no Broker is involved in the transaction), simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering.
- 3) This form is almost always used by an agency only when it is involved in a considerably more complicated lease agreement than are the vast majority of lease agreements. Very rarely will an agency use this Long Form lease without the active involvement of State Buildings and Real Estate Programs or the services of one of the State's Tenant Brokers.
- 4) Since this form is usually the basic form for the more complicated and extensive State leases, it often contains numerous customized additions, such as an option to purchase, an option to renew, and/or a provision for certain renovations to the premises part way through the lease term.

**STATE OF COLORADO**  
**STATE BUILDINGS AND REAL ESTATE PROGRAMS**  
• **LEASE AGREEMENT (LONG FORM AC-395-53-01-0016-L)**

<b>TABLE OF CONTENTS</b>	<b>PAGE(S)</b>
<b>Factual Recitals</b>	1
<b>Paragraph:</b>	
1. Premises, Term, Rent	1
2. Services by Lessor	2
3. Work Requirements	2
4. Lessor's Representations	2
5. Maintenance of Premises	2
6. Lessor's Ownership	2
7. Lease Assignment	3
8. Applicable Law	3
9. Eminent Domain, Termination of Lease	3
10. Damage and Destruction	3
11. Fiscal Funding	3
12. Lessor/Vendor Offsets Notice	4
13. Complete Agreement	4
14. Captions, Construction, and the Effect	4
15. Federal Funding	4
16. No Beneficial Interest	5
17. No Violation of Law	5
18. Controller's Approval	5
19. Notice	5
20. Holding Over	5
21. Consent	5
22. Lessee Liability Exposure	5
23. Security Deposit	5
24. Interruption of Services	6
25. Collection	6
26. Lessee's Tax Exempt Status	6
27. Lessee's Insurance	6
28. Broker Representation	6
29. Additional Provisions	6
(A) Additional Rent	6
(1) Definitions	6 - 10
(2) Adjustment Mechanism	11 - 12
Signature Approvals	13

State Lease I.D.#: \_\_\_\_\_  
Contract Routing Number: \_\_\_\_\_

## LEASE AGREEMENT

The printed portions of this form, except bold additions, have been reviewed  
by the State of Colorado Attorney General and approved by the State Controller.  
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by and between \_\_\_\_\_, whose address or principal place of business is  
\_\_\_\_\_, hereinafter referred to as "Lessor", and THE STATE OF  
COLORADO, acting by and through the DEPARTMENT OF \_\_\_\_\_ hereinafter  
referred to as "Lessee".

WITNESSETH:

WHEREAS, as to Lessee, authority exists in the Law, and Funds have been budgeted, appropriated  
and otherwise made available and a sufficient unencumbered balance thereof remains available for  
payment in Fund Number \_\_\_\_\_, appropriation code \_\_\_\_\_ Contract  
Encumbrance Number PO-\_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto  
agree as follows:

1. PREMISES, TERM, RENT. (A) Lessor hereby leases and demises unto Lessee the Premises,  
hereinafter referred to as "Premises" within the building located at \_\_\_\_\_,  
hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto).  
The Premises, known and described as \_\_\_\_\_, includes approximately  
\_\_\_\_\_ (\_\_\_\_\_) square feet of rentable floor area; the leased Premises  
being as shown on the plat attached hereto, made a part hereof and marked "Exhibit \_\_\_\_".

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Lessee, for the  
term beginning \_\_\_\_\_, and ending \_\_\_\_\_, at and for a monthly rental for the  
full term as shown below:

TERM DATE(S)	TERM RENT	MONTHLY RENT	APPROXIMATED ANNUALIZED SQ. FOOT COST
<u>  </u> / <u>  </u> / <u>  </u> - <u>  </u> / <u>  </u> / <u>  </u>	\$	\$	\$

The Premises is to be used and occupied as \_\_\_\_\_ space. Payment shall be made on the first  
of each month during the term hereof, to the Lessor at:

or at such place as Lessor from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in article 11, Fiscal Funding and article 14, Federal Funding, herein.

2. **SERVICES BY LESSOR.** Lessor shall provide to Lessee during the occupancy of said Premises, as a part of the rental consideration, the following:

3. **WORK REQUIREMENTS.** All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Lessee, Lessor agrees to:

4. **LESSOR'S REPRESENTATIONS.** (A) Lessor represents that either: (1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this lease; or (2) in the event that an "asbestos response action" is contemplated as a part of the tenant finish for this lease, Lessor agrees to fully cooperate with Lessee in the Lessee's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Lessor, in Lessor's sole opinion, represents that with respect to this lease and the Lessee's Premises, the Building meets the requirements of the Americans with Disabilities Act.

5. **MAINTENANCE OF PREMISES.** Lessor shall, unless herein specified to the contrary, maintain the Premises in good repair and in tenantable condition during the term of this lease, except in the event of damage arising from an act or the negligence of Lessee, its agents or employees. Lessor shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance.

6. **LESSOR'S OWNERSHIP.** Lessor warrants and represents himself to be the owner of, or the authorized representative or agent of the owner of, the leased Premises in the form and manner as stated herein, and during the term of this lease covenants and agrees to warrant and defend Lessee in the quiet, peaceable enjoyment and possession of the leased Premises. In the event of any dispute regarding Lessor's ownership, Lessor shall immediately, upon request from and at no cost to Lessee, furnish proof thereof by delivering to Lessee an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

7. **LEASE ASSIGNMENT.** Lessee shall not assign this lease and shall not sublet the demised Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Lessee, its agents or employees, without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

8. **APPLICABLE LAW.** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this lease. Any

provision of this lease, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this lease to the extent that this agreement is capable of execution.

9. **EMINENT DOMAIN, TERMINATION OF LEASE.** If the leased Premises shall be taken by right of eminent domain, in whole or in part, then this lease, at the option of either party, shall forthwith cease and terminate and the current rent shall be properly apportioned to the date of such taking; and in such event the entire damages which may be awarded for such taking shall be apportioned between Lessor and Lessee, as their interests appear.

10. **DAMAGE AND DESTRUCTION.** In the event the leased Premises are rendered untenantable or unfit for Lessee's purposes by fire or other casualty, this lease will immediately terminate and no rent shall accrue to Lessor from the date of such fire or casualty. In the event the leased Premises are damaged by fire or other casualty so that there is partial destruction of such Premises or such damage as to render the leased Premises partially untenantable or partially unfit for Lessee's purposes, either party may, within five (5) days of such occurrence, terminate this lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

11. **FISCAL FUNDING.** (A) As prescribed by State of Colorado Fiscal Rules, it is understood and agreed this lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Further, the parties recognize that the act of appropriation is a legislative act, and the Lessee hereby covenants to take such action as is necessary under the laws applicable to the Lessee to timely and properly budget for, request of and seek and pursue appropriation of funds of the Legislature of the State of Colorado which will permit Lessee to make all payments required under this lease during the period to which such appropriation shall apply. In the event there shall be no funds made available, this lease shall terminate at the end of the then current fiscal year, with no penalty or additional cost as a result thereof to the Lessee.

(B) To make certain the understanding of the parties because this lease will extend beyond the current fiscal year, Lessee and Lessor understand and intend that the obligation of the Lessee to pay the monthly rental hereunder constitutes a current expense of the Lessee payable exclusively from Lessee's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of Sections 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither the Lessee, nor the Lessor on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payment of the annual rental charges.

(C) With such limitations in mind, Lessee contracts to lease the Premises herein before described and has reason to believe that sufficient funds will be available for the full term of this lease. Where, for reasons beyond Lessee's control, Lessee's funding entity does not allocate funds for any fiscal period beyond the one in which this lease is entered into, or does not allocate funds to continue this lease from the then current fiscal period, such failure to obtain funds not resulting from any act or failure

to act on the part of Lessee, Lessee will not then be obligated to make the payments remaining beyond Lessee's then current fiscal period. In such event, Lessee shall notify Lessor of such non allocation of funds by sending written notice thereof to the Lessor forty-five (45) days prior to the effective date of termination.

(D) The parties hereto further understand and agree that the only funds that have or may be so appropriated and available for payment under this lease in any one particular fiscal year are for the purpose and in an amount sufficient only to pay the rental charges provided for in article 1 above. Therefore, notwithstanding anything herein to the contrary, the payment by the Lessee of any other charges, liabilities, costs, guarantees, waivers, and any awards thereon of any kind pursuant to this lease against Lessee are contingent upon funds for such purpose(s) being appropriated, budgeted and otherwise made available through the said State of Colorado legislature process.

12. **LESSOR/VENDOR OFFSETS NOTICE.** Pursuant to §24-30-202.4 C.R.S., the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, C.R.S., (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

13. **COMPLETE AGREEMENT.** This lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

14. **CAPTIONS, CONSTRUCTION, AND LEASE EFFECT.** The captions and headings used in this lease are for identification only, and shall be disregarded in any construction of the lease provisions. All of the terms of this lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any provision of this lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this lease shall remain in full force and effect.

15. **FEDERAL FUNDING.** In the event that any or all funds for payment of this lease are provided by the Federal Government, this lease is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof, and if such funds are not made available this lease may be unilaterally terminated by the Lessee at the end of any month provided a ninety (90) day advance notice of termination is given to the Lessor in writing.

16. **NO BENEFICIAL INTEREST.** The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

17. **NO VIOLATION OF LAW.** The signatories hereto aver that they are familiar with §18-8-301, et seq., (Bribery and Corrupt Influences) and §18-8-401, et seq., (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present.

18. **CONTROLLER'S APPROVAL.** In accordance with the requirements of §24-30-202 (1) C.R.S., as amended, this lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

19. **NOTICE.** Any notice required or permitted by this lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Lessor:

Lessee:

Notice of change of address shall be treated as any other notice.

20. **HOLDING OVER.** If Lessee shall fail to vacate the Premises upon expiration or sooner termination of this lease, Lessee shall be a month-to-month Lessee and subject to all the laws of the State of Colorado applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Lessor and Lessee each hereby agree to give the other party at least thirty (30) days written notice prior to termination of this holdover tenancy.

21. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Lessor or Lessee is required under the terms of this lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within 30 days of the date of request was made. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.

22. **LESSEE LIABILITY EXPOSURE.** Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessee to the above cited laws.

23. **SECURITY DEPOSIT.** Lessee shall not be required to remit a security deposit to Lessor.

24. **INTERRUPTION OF SERVICES.** Notwithstanding anything in this lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service), and such interruption continues for a period of five (5) consecutive days, Lessee shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by the Lessee. If such

interruption continues for a period of ninety (90) days, Lessee shall have the option to cancel and terminate this lease without penalty.

25. **COLLOCATION.** In the event the State of Colorado builds, leases, or otherwise acquires a building for the purpose of collocating State agencies in one area, or designates an existing State owned building for such collocation of Lessee, this lease may be terminated by the Lessee upon giving written notice to the Lessor not less than sixty (60) days prior to the anticipated termination date.

26. **LESSEE'S TAX EXEMPT STATUS.** If because of Lessee's tax exempt status the Building is able to reduce its tax liability (hereinafter "Building Taxes"), then Lessee's rental obligation shall be decreased by the amount of the reduction in Building Taxes on a monthly prorata basis.

27. **LESSEE'S INSURANCE:** Lessee shall at its sole cost and expense, obtain insurance on its inventory, equipment, and all other personal property located on the leased Premises against loss resulting from fire or other casualty. The Lessee shall have the right to provide such insurance under a self insurance program, or, at any time during the term of this lease, to provide such insurance through an insurance company. With respect to general liability, the Lessor recognizes that the Lessee is self insured for general liability in accordance with the provisions of the Colorado Governmental Immunity Act and the Colorado Risk Management Act, §24-30-1501, et seq., C.R.S., as amended.

28. **BROKER REPRESENTATION:** Lessor and Lessee acknowledge that \_\_\_\_\_ is acting as a Landlord Agent on behalf of Lessor in this transaction and \_\_\_\_\_ is acting as a Tenant Agent on behalf of Lessee in this transaction. Further, Lessor and Lessee acknowledge that in consideration of \_\_\_\_\_ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, \_\_\_\_\_ will receive a leasing commission by separate agreement with \_\_\_\_\_.

## 29. **ADDITIONAL PROVISIONS.**

### (A) **ADDITIONAL RENT:**

(1) **Definitions:** In addition to the terms elsewhere defined in this lease, the following terms shall have the following meanings with respect to the provisions of this lease:

(a) "Base Year Operating Expenses", as said term is hereinafter defined, shall mean the actual Operating Expenses incurred in the Calendar Year \_\_\_\_\_ adjusted for occupancy as specified in article 28(A), subparagraph (2)(d) (hereinafter "Base Year Operating Expenses"). It is understood and agreed by Lessee that Lessor has not made any representation that Base Year Operating Expenses will equal, approximate or exceed the actual Operating Expenses for any Lease Year.

(b) "Rentable Area" shall mean all rentable space available for lease in the Building calculated on the basis set forth in the Building Owners' and Managers' Association Publication #ANSI Z-65.1-1980 full-floor basis. If there is a significant change in the aggregate Rentable Area as a result of an addition to the Building, partial destruction thereof, modification to building design, or similar circumstance which causes a reduction or increase thereto on a permanent basis, Lessor's Accountants, as said term is hereinafter defined, shall make such adjustments in the computations as shall be necessary to provide for any such change.

(c) "Lessee's Proportionate Share", as said term is hereinafter defined, shall mean that fraction, the numerator of which is the total number of square feet of the Premises (i.e., \_\_\_\_\_ square feet) and the denominator of which is the Rentable Area (i.e., \_\_\_\_\_ square feet), and is equal to \_\_\_\_\_. At such time, if ever, as any space is added to the Premises, Lessee's Proportionate Share shall be increased accordingly. If this lease is entered into prior to completion of the Building, and it is determined after completion that the Rentable Area or the square feet of the Premises, or both, are different than as stated in this subparagraph, Lessor shall notify Lessee and Lessee's Proportionate Share shall be recalculated accordingly. Notwithstanding anything contained herein to the contrary, the total number of square feet of the Premises used as the numerator in this subparagraph (1)(c), shall be \_\_\_\_\_ until such time as additional space is added by amendment to this lease, at which time the rentable area of the additional space will be added to the \_\_\_\_\_ to determine Lessee's Proportionate Share.

(d) "Lease Year" shall mean each twelve (12) month period beginning with the date the lease term commenced, or any anniversary thereof, and ending on the same date one (1) year later. If the Lease Year is not concurrent with a calendar year, then Lessor reserves the right at any time to make all adjustments provided for herein on a calendar year basis, with an appropriate proration for the Lease Years in which such conversion is made and in which the term ends, and "Lease Year" as used in this subparagraph 28(A) shall thereafter be deemed to refer to "Calendar Year".

(e) "Operating Expenses" shall mean all operating expenses of any kind or nature which are necessary, ordinary, or customarily incurred in connection with the operation and maintenance of the Building as determined by Lessor's Accountants. Operating expenses shall include the following:

(i) "Taxes", which shall include all real property taxes and assessments levied against the Building by any governmental or quasi-governmental authority, including, but not limited to taxes, assessments, surcharges, service or other fees of a nature not presently in effect which shall hereafter be levied on the Building as a result of the use, ownership or operation of the Building, whether in lieu of or in addition to any current real estate taxes and assessments; provided, however, that any taxes which shall be levied on the rentals of the Building shall be determined as if the Building were Lessor's only property and provided that in no event shall the term Taxes include any federal, state, or local income taxes levied or assessed on Lessor, unless such taxes are a specific substitution for real property taxes. In no event shall Taxes include (A) any franchise, capital stock, estate or inheritance taxes; (B) any tax allocable to or measured by the rent payable hereunder, including without limitation, any gross receipts tax, or excise tax levied by any governmental or quasi-governmental body with respect to the receipt of such rent; (C) any tax assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, or repair of the Building; or (D) any tax or assessment based on the occupancy by Lessee of the Premises or any portion thereof, unless such taxes described in (A) through (D) herein is expressly in lieu of, and not in addition to, any ad valorem tax upon the Building and the land upon which it is located. Taxes shall also include reasonable expenses incurred by Lessor for tax consultants and the cost of contesting the amount or validity of Taxes;

(ii) Costs of supplies, including but not limited to the cost of "relamping" all building standard lessee lighting as the same may be required from time to time;

(iii) Costs incurred in connection with obtaining and providing energy for the Building, including but not limited to costs of propane, butane, natural gas, steam, electricity, solar energy and fuel oils, coal or other energy sources;

(iv) Costs of water and sanitary and storm drainage services;

(v) Costs of janitorial and security services;

(vi) Costs of general maintenance and repairs, including costs under HVAC and other mechanical maintenance contracts; and repairs and replacements of equipment used in connection with such maintenance and repair work (excluding repairs and general maintenance of the roof, foundation and exterior walls of the Building, repairs and general maintenance paid by proceeds of insurance or by Lessee or other third parties, and alterations attributable solely to lessees of the Building other than Lessee);

(vii) Costs of maintenance and replacement of landscaping; and costs of maintenance of parking areas, common areas, plazas and other areas used by lessees of the Building, provided such areas are equally accessible to all lessees of the Building;

(viii) Insurance premiums, including fire and all-risk coverage, together with loss of rent endorsement; public liability insurance, and any other insurance carried by Lessor on the Building or any component parts thereof provided said premiums are comparable with fair market rates. All such insurance shall be in such amounts as may be required by any mortgagee of Lessor or as Lessor may reasonably determine;

(ix) Labor costs, including wages and other payments, costs to Lessor for worker's compensation and disability insurance, payroll taxes, welfare fringe benefits and all legal fees and other costs or expenses incurred in resolving any labor disputes, provided such expenses are incurred as a direct result of the operation and maintenance of the Building and provided further that said costs, fees, and expenses inclusive within this subparagraph hereof are exclusive of any costs, fees, or expenses contained in subparagraph (e)(x) herein under;

(x) Professional building management fees, provided that such fees are comparable to fees charged by other Class "\_\_\_\_" office buildings in the area;

(xi) Legal, accounting, inspection, and other consultation fees (including within reason, fees charged by consultants retained by Lessor for services that are expressly designed to reduce and that results in a reduction in Operating Expenses or reasonably improve the operation, maintenance or state of repair of the Building) incurred in the ordinary course of operating the Building;

(xii) The costs of capital improvements and structural repairs and replacements made in or to the Building in order to conform to changes, subsequent to the lease commencement date, in any applicable laws, ordinances, rules, regulations, or orders of any governmental or quasi-governmental authority having jurisdiction over the Building (herein, "Required Capital Improvements"); the costs of any capital improvements and structural repairs and replacements designed expressly to reduce, and that results in the reduction of, Operating Expenses (herein, "Cost Savings Improvements"); and a reasonable annual reserve for all other capital improvements and structural repairs and replacements reasonably necessary to permit Lessor to maintain the Building as a Class "\_\_\_\_" office building. The expenditures for Required Capital Improvements shall be amortized over the useful life of such capital improvements or structural repair or replacement (as determined by Lessor's Accountants); provided that the amortized amount of any Cost Savings Improvement shall be limited in any year to the reduction of Operating Expenses as a result thereof as reasonably determined by Lessor; and

(xiii) Costs incurred by Lessor's Accountants in engaging experts or other consultants in a reasonable capacity to assist them in making the computations required hereunder;

(f) "Operating Expenses" shall not include:

- (i) Costs of work, including painting and decorating and lessee change work, which Lessor performs for any lessee or in any lessee's space in the Building other than work of a kind and scope which Lessor would be obligated to furnish to all lessees whose leases contain a rental adjustment provision similar to this one;
- (ii) Cost of repairs or other work occasioned by fire, windstorm or other insured casualty to the extent of insurance proceeds received or by the exercise of eminent domain or any expenditures for which Lessor is reimbursed from any source;
- (iii) Leasing commissions, advertising expenses, and other cost incurred in leasing space in the Building including but not limited to attorneys' fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with lessees, other occupants, or prospective lessees or occupants except to the extent incurred in connection with the negotiation and entering into of a sublease or lease assignment at the request of Lessee;
- (iv) Lessor's cost of electricity and other services that are sold to lessees and for which Lessor is entitled to be reimbursed by lessees as an additional charge or rental over and above the basic rent payable under the lease with such lessees;
- (v) Costs of repairs or rebuilding necessitated by condemnation;
- (vi) Costs incurred by Lessor for alterations or improvements which are considered capital improvements or replacements under generally accepted accounting principles, except where such capital improvement or replacement results in a net reduction in Operating Expenses after the cost of the improvement or replacement is amortized and charged to Lessee over the useful life of the improvement or replacement;
- (vii) Depreciation and amortization except as provided above;
- (viii) Expenses in connection with services or other benefits of a type which are not provided Lessee but which are provided to other lessees or occupants;
- (ix) Costs incurred due to violation by Lessor or any lessee of the terms and conditions of any lease;
- (x) Overhead and profit increment paid to subsidiaries or affiliates of Lessor for services on or to the real property, to the extent only that the costs of such services exceed competitive costs of such services were they not so rendered by a subsidiary or affiliate;
- (xi) Any interest on borrowed money or debt amortization, and rental under any ground or underlying lease or leases;
- (xii) Lessor's general overhead except as it directly relates to the operation and management of the Building;
- (xiii) Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Lessor;
- (xiv) All items and services for which Lessee reimburses Lessor or pays a third person;
- (xv) Any costs, fines or penalties incurred due to violations by Lessor of any governmental rule or authority;

(xvi) Wages, salaries, or other compensation paid to any executive employees above the grade of building superintendent/manager;

(xvii) Costs for sculpture, painting or other objects of art;

(xviii) Costs incurred in the operation of the garage or other parking concessions, if applicable;

(xix) Rentals and other related expenses incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a capital nature, except equipment which is used in providing janitorial services and which is not affixed to the Building;

(xx) Costs incurred in the encapsulation or other treatment or removal of asbestos or other substances considered to be detrimental to the health or the environment of occupants of the Building;

(xxi) The value or lost income to Lessor of any office space in the Building which is utilized for the management of the Building;

(xxii) Financial costs, including but not limited to points, commitment fees and legal fees;

(xxiii) Costs incurred by Lessor to remedy any defects in the design of or materials used in, or the defective installation of the structural steel framing, roof, foundation and underground utility lines forming a part of or servicing the Building or the real property.

(xxiv) Costs incurred in compliance with the Americans with Disabilities Act or statutes, laws, regulation or other legislation of similar import.

(g) Notwithstanding anything contained herein to the contrary, if any lease entered into by Lessor with any lessee in the Building is on a so-called "net" basis, or provides for a separate basis of computation for any Operating Expenses with respect to its leased premises, then to the extent that Lessor's Accountants determine that an adjustment should be made in making the computations herein provided for, Lessor's Accountants shall be permitted to modify the computation of Operating Expenses for a particular Lease Year in order to eliminate or otherwise modify any such expenses which are paid for in whole or in part by such lessee provided such adjustments are fairly and consistently applied in a proportionate fashion to all lessees of the Building not on a so-called "net" or other computational basis thereof. Furthermore, in making any computations contemplated hereby, Lessor's Accountants shall also be permitted to make such adjustments and modifications to the provisions of this article 28(A) as shall be reasonably necessary to achieve the intention of the parties hereto provided that Lessor notifies Lessee in writing at least thirty (30) days prior to execution of such adjustments and modifications.

(h) Lessor's Accountants" shall mean that the individual or firm employed by Lessor from time to time to keep the books and records for the Building, and to prepare the federal and state income tax returns for Lessor with respect to the Building, all of which books and records shall be certified to by an appropriate representative of Lessor.

(2) Adjustment Mechanism:

(a) It is hereby agreed that commencing in the calendar year "\_\_\_\_"

(hereinafter "Comparison Year"), Lessee shall pay to Lessor as additional rent, hereinafter referred to as "Additional Rent", Lessee's Proportionate Share of the amount of the excess in the Operating Expenses over Lessee's Proportionate Share of the Base Year Operating Expenses; provided, however, that in no event shall Lessee be responsible to pay Additional Rent which exceeds 107% multiplied by the sum of Lessee's Proportionate Share of the Base Year Operating Expenses plus the previous year's Additional Rent minus Lessee's Proportionate Share of the Base Year Operating Expenses. For each Lease Year, Lessee shall pay to Lessor an estimate, as limited above, of Lessee's Proportionate Share of such excess Operating Expenses as limited above, which payment Lessee shall pay to Lessor monthly in an amount equal to one-twelfth (1/12) of the excess, if any (provided, however, that said amount complies with the conditions established herein above and binding hereto), in Lessee's Proportionate Share of the Base Year Operating Expenses, with an adjustment to be made between the parties at a later date as hereinafter provided. On or before March first, following the end of each Lease Year, Lessor shall submit to Lessee a statement setting forth the exact amount of the excess, if any, in Lessee's Proportionate Share of the Operating Expenses for the Lease Year just completed and the estimated amount of Lessee's Proportionate Share of the Operating Expense (which was paid in accordance with this subparagraph) for such year. Such statement shall also set forth the amount of the estimated Operating Expenses reimbursement, as limited above, for the new Lease Year computed by taking the estimated excess in Lessee's Proportionate Share of Operating Expenses for the new Lease Year in excess of Lessee's Proportionate Share of Base Year Operating Expenses and dividing it by the number of months remaining in the new Lease Year. To the extent that Lessee's Proportionate Share of the actual Operating Expense for any period covered by such statement is greater than the estimated excess which Lessee previously paid during the Lease Year just completed, Lessee shall pay to Lessor the difference in cash, as limited above, within thirty (30) days following receipt of said statement from Lessor. To the extent that Lessee's Proportionate Share of the actual Operating Expenses for the period covered by the statement is less than the estimated excess which Lessee previously paid during the Lease Year just completed, Lessor shall credit the difference against the Lessee's estimated reimbursement for Operating Expenses for the new Lease Year as stated above and such credit will be applied to the next payment or payments due from Lessee to Lessor. In addition, until Lessee receives such statement, Lessee's monthly reimbursement applied to the new Lease Year shall continue to be paid at the rate for the previous Lease Year, but Lessee shall commence payment to Lessor of the monthly installments of reimbursement on the basis of the new statement beginning on the first day of the month following the month in which Lessee receives such statement.

(b) Lessee's obligation with respect to Lessee's Proportionate Share of the Operating Expenses shall survive the expiration or early termination of this lease, and subsequent to such expiration or termination Lessee shall pay Lessee's Proportionate Share of the actual Operating Expenses for the portion of the final Lease Year of the lease during which Lessee was obligated to pay such expenses. If Lessee occupies the Premises for less than a full calendar year during the first or last Lease Years of the term hereof, Lessee's Proportionate Share for such partial year shall be prorated based upon the number of calendar months and days during which Lessee occupied the Premises. Lessee shall pay, as limited above, Lessee's Proportionate Share of any such increases within thirty (30) days following the receipt of notice thereof.

(c) Lessee, or Lessee's designee, shall have the right, at any time within thirty (30) days after a statement of actual Operating Expenses (hereinafter "Statement") for a particular Lease Year has been rendered by Lessor as provided herein, at its sole cost and expense, to examine Lessor's books and records relating to the determination of Operating Expenses; provided, however, that Lessee shall give Lessor prior written notice of its intent to exercise such right, the inspection may not take place outside of normal business hours, and Lessee shall not interfere with Lessor's normal business activities. Unless Lessee objects to the rental adjustment within said thirty (30) day period, such statement and adjustment shall be deemed conclusive. However, if said examination right is exercised within the permissible period and Lessee determines an overcharge of Operating Expenses to the Lessee, then the Lessee may request

Lessor to select an independent Certified Public Accountant (CPA) acceptable to Lessee to audit Lessor's books and records. The review of the CPA will be binding upon the parties. In the event that the CPA confirms that an overcharge of Operating Expenses has occurred, then Lessor shall credit the difference against the Lessee's estimated reimbursement for Operating Expenses for the current Lease Year and such credit shall be applied to the next payment or payments due from Lessee to Lessor. Further, Lessor shall be responsible for all costs and expenses of the CPA provided that an overcharge exists; if the CPA confirms that no overcharge to Lessee of Operating Expenses has occurred, Lessee shall be responsible for all costs and expenses of the CPA.

(d) In the event that the Rentable Area is not fully occupied during any particular Lease Year, Lessor's Accountants shall adjust those Operating Expenses for the particular Lease Year, or portion thereof, as the case may be, which are affected by the occupancy rates to reflect an occupancy of ninety-five percent (95%) of all such Rentable Area.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LESSOR:

\_\_\_\_\_

**(If Corporation)  
Attest (Seal)**

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_ Federal Tax Identification Number

APPROVED:

STATE OF COLORADO  
DEPARTMENT OF PERSONNEL/GSS  
STATE BUILDINGS AND REAL  
ESTATE PROGRAMS

LESSEE:

STATE OF COLORADO  
Romer, Governor  
Acting by and through  
The Department of \_\_\_\_\_

By: \_\_\_\_\_  
For the Executive Director

By: \_\_\_\_\_  
Executive Director

APPROVED:

STATE OF COLORADO  
Gale A. Norton, Attorney General

APPROVED:

STATE OF COLORADO  
STATE CONTROLLER'S OFFICE  
Clifford Hall, State Controller

By: \_\_\_\_\_

By: \_\_\_\_\_

State Lease I.D.#: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

## STATE OF COLORADO STATE BUILDINGS AND REAL ESTATE PROGRAMS



### STANDARD INTERAGENCY LEASE AGREEMENT (FORM 395-53-01-0032)

---

#### INSTRUCTIONS:

- 1) This form is to be used **only** when both Lessor and Lessee are entities of State government. If one party is a city or county, this form shall **not** be used.
- 2) If at any time a user of this form determines that a certain paragraph should not be included, (such as Paragraph #27, Broker Representation, when no Broker is involved in the transaction), simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering.
- 3) Unlike the State's other standard lease forms, this Interagency Lease Agreement provides a greatly simplified paragraph on fiscal funding contingency, (#10). Another paragraph provides for arbitration by the Attorney General in the event of any dispute between the parties, (#7). Additionally, this form does not require an approval by (nor signature block for) the Attorney General.
- 6664) Few modifications are used on this form. However, some, such as a clause allowing termination upon sixty days' written notice from one party to the other, may occasionally be appropriate. It is a good idea to have those pre-approved by Real Estate Programs.

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

**STATE OF COLORADO**  
**STATE BUILDINGS AND REAL ESTATE PROGRAMS**  
• **INTERAGENCY LEASE AGREEMENT (FORM 395-53-01-0032)\**

<b>TABLE OF CONTENTS</b>	<b>PAGE(S)</b>
<b>Factual Recitals</b>	<b>1</b>
<b>Paragraphs:</b>	
1. Premises, Term, Rent	1
2. Services by Lessor	1
3. Work Requirements	1
4. Maintenance of Premises	1
5. Ownership	1
6. Lease Assignment	2
7. Applicable Law	2
8. Damage and Destruction	2
9. Cancellation	2
10. Fiscal Funding	3
11. Complete Agreement	3
12. Captions, Construction, and Lease Effect	3
13. Federal Funding	3
14. Controller's Approval	3
15. Notice	3
16. Consent	4
17. Holding Over	4
18. No Beneficial Interest	4
19. No Violation of Law	4
20. Liability Exposure	4
21. Additional Provisions	4
Signature Approvals	5

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

## INTERAGENCY LEASE AGREEMENT

The printed portions of this form, except bold additions, have been reviewed  
by the State of Colorado Attorney General and approved by the State Controller.  
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS INTERAGENCY LEASE AGREEMENT ("Lease") made this \_\_, day of \_\_, 199\_\_ by and between the DEPARTMENT OF \_\_, acting by and through \_\_, whose address is \_\_, hereinafter called the "Lessor", and the DEPARTMENT OF \_\_, acting by and through \_\_, whose address is \_\_, hereinafter called "Lessee".

### WITNESSETH

WHEREAS, as to Lessee, authority exists in the law and funds have been, budgeted appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number \_\_, G/L Account Number \_\_, (Organizational Unit Code \_\_, Appropriation Code Program Code \_\_, Function Code \_\_), Contract Number \_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. PREMISES, TERM, RENT. (a) Lessor hereby lease and demises unto Lessee the Premises known and described as follows: , and containing approximately \_\_, (#), square feet of net rentable floor area. The leased Premises being as shown on the plat attached hereto, made a part hereof, and marked "Exhibit A".

(b) To have and to hold the same, together with all appurtenances, unto Lessee for the term beginning , and ending \_\_, at and for a rental for the full term at the annual rate(s) as shown below:

TERM DATE(S) FOOT COST	ANNUAL RENT	MONTHLY RENT	SQUARE
/ / - / /	\$ , .	\$ , .	\$ .

To be used and occupied as \_\_ space. Payment shall be made on the first of each month during the term hereof, through an Interagency Transaction submitted by Lessor to Lessee \_\_ (\_\_) days in advance of the date payment is due and payable, subject to the limitations and conditions of provisions 10 and 13 herein.

2. SERVICES BY LESSOR. Lessor shall provide to Lessee during the occupancy of said Premises, as a part of the rental consideration, the following:

- (a) Adequate and reasonable amounts of heat, air conditioning, ventilation, light, electricity, water, sewage, trash removal, janitorial and cleaning services, snow removal, and elevator service. Lessor shall maintain, in a good state of repair, all equipment used to provide the above-described services.
- (b) Lessor shall provide adequate parking facilities for the employees, guests, and invitees of Lessee, together with all necessary maintenance, snow removal, and lighting of the parking area.

3. WORK REQUIREMENTS. Prior to the premises being occupied by Lessee, Lessor agrees to:

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

4. **MAINTENANCE OF PREMISES.** Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and in tenantable condition during the term of this Lease, except in the event of damage rising from an act or the negligence of Lessee, its agents or employees. Lessor shall have the right to enter the premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance.

5. **OWNERSHIP.** The State of Colorado is the owner of the leased premises. Lessor warrants and represents himself to be the authorized agent of the State of Colorado for the purposes of granting this lease.

6. **LEASE ASSIGNMENT.** Lessee shall not assign this Lease and shall not sublet the demised premises, and will not permit the use of said premises to anyone, other than Lessee, its servants, agents or employees, without the prior written consent of Lessor.

7. **APPLICABLE LAW.** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease. The Attorney General of the State of Colorado or his designee shall arbitrate any disputes that may arise in the interpretation, execution or enforcement of this Lease. His determination shall be binding on the parties hereto. The parties hereto shall share equally all fees and costs attendant to the Attorney General's arbitration of this Lease.

8. **DAMAGE AND DESTRUCTION.** In the event the leased premises are rendered untenable or unfit for Lessee's purposes by fire or other casualty, this Lease will immediately terminate and no rent shall accrue to Lessor from the date of such fire or casualty. In the event the leased premises are damaged by fire or other casualty so that there is a partial destruction of such premises or such damage as to render the leased premises partially untenable or partially unfit for Lessee's purposes, either party may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

9. **CANCELLATION.** This Lease may be canceled by either party hereto with thirty (30) days prior written notice to the other party.

10. **FISCAL FUNDING.** Financial obligations of both Lessor and Lessee after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available.

11. **COMPLETE AGREEMENT.** This Lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State of Colorado Fiscal Rules

12. **CAPTIONS, CONSTRUCTION AND LEASE EFFECT.** The captions and headings used in

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

this Lease are for identification only, and shall be disregarded in any construction of the Lease provisions. All of the terms of this Lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any portion, clause, paragraph, or section of this Lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act, then the remaining portions of this Lease shall remain in full force and effect.

13. **FEDERAL FUNDING.** In the event that any or all funds for payment of this Lease are provided by the federal government, this Lease is subject to and contingent upon the continuing availability of federal funds for the purposes hereof, and if such funds are not made available, this Lease may be unilaterally terminated by the Lessee at the end of any month provided a thirty (30) day advance notice of termination is given to the Lessor in writing.

14. **CONTROLLER'S APPROVAL.** In accordance with the requirements of §24-30-202(1), C.R.S., as amended, this Lease shall not be deemed valid until it has been approved by the Controller of the State of Colorado, or such assistant as he may designate.

15. **NOTICE.** Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in a U.S. Mail Depository with sufficient postage attached thereto:

LESSOR:

LESSEE:

Notice of change of address shall be treated as any other notice.

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

16. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Lessor or Lessee is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within 30 days of the date request was made. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.

17. **HOLDING OVER.** If Lessee fails to vacate the premises upon expiration or sooner termination of this Lease, Lessee shall be a month-to-month Lessee and subject to all the laws of the State of Colorado applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Nothing in this section shall be construed as relieving either party of its obligation to execute a new or extended lease agreement to cover future lease periods, as required by State of Colorado Fiscal Rules and the provisions of §24-30-202, C.R.S., as amended.

18. **NO BENEFICIAL INTEREST.** The signatories hereto aver that, to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

19. **NO VIOLATION OF LAW.** The signatories hereto aver that they are familiar with §18-8-101, et seq., C.R.S. (Bribery and Corrupt Influences) and §18-8-401, et seq., C.R.S. (Abuse of Public Office) and that no violation of such provisions is present.

20. **LIABILITY EXPOSURE.** The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S. and §24-30-1501, et seq., C.R.S. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor and the Lessee to the above cited laws.

21. **ADDITIONAL PROVISIONS.**

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

IN WITNESS WHEREOF, the parties hereto have executed this State of Colorado Interagency Lease Agreement on the day and year first above written.

LESSOR:

STATE OF COLORADO  
Department of \_\_\_\_\_

By/for: \_\_\_\_\_  
Executive Director

APPROVED:

STATE CONTROLLER'S OFFICE  
Clifford Hall, State Controller

By/for: \_\_\_\_\_  
State Controller or Designee

LESSEE:

STATE OF COLORADO  
Department of \_\_\_\_\_

By/for  
Executive Director

APPROVED:

DEPARTMENT OF PERSONNEL/GSS  
STATE BUILDINGS AND REAL  
ESTATE PROGRAMS

By/for:  
Executive Director

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

## **STATE OF COLORADO STATE BUILDINGS AND REAL ESTATE PROGRAMS**



### **STANDARD CONTRACT MODIFICATION DOCUMENTS FOR LEASE AGREEMENTS**

---

#### **INSTRUCTIONS:**

- 1) The Amendment form may be used for changes to existing leases, whether or not the lease is up for renewal. If several changes to the lease, including extending the lease beyond its existing term are required, the Lease Amendment form is appropriately used for all of the changes on one form at the same time.
  - 2) The Lease Extension form should be used any time the parties wish to extend an existing lease beyond its stated expiration date, with few, if any, other changes to its terms and conditions. The form of the lease does allow space for one or two simply stated changes, such as an increase in the monthly rent, in addition to extending the expiration date.
  - 3) Each of these forms must be cleared through the entire approval process, as it would be a new lease.
-

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

**STATE OF COLORADO**  
**STATE BUILDINGS AND REAL ESTATE PROGRAMS**  
o **CONTRACT MODIFICATION DOCUMENTS**

**TABLE OF CONTENTS**

**PAGE(S)**

o	<b>Amendment Lease</b> (Form 395-53-01-0040)	1 - 2
o	<b>Lease Extension Agreement</b> (Form AC-01-67)	1

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

\_\_\_\_\_ AMENDMENT TO LEASE

The printed portions of this form, except bold additions, have been reviewed  
by the State of Colorado Attorney General and approved by the State Controller.  
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS \_\_\_\_\_ AMENDMENT TO LEASE made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
for the purpose of amending that certain lease have Contract Routing No. \_\_\_\_\_, and C.E. No. \_\_\_\_\_,  
(the "Lease") dated \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, as Lessor, and THE STATE OF  
COLORADO, acting by and through the DEPARTMENT OF \_\_\_\_\_, as Lessee, relating to the  
leasing of a portion of a building located at \_\_\_\_\_ (the "Building").

WHEREAS, as to Lessee, authority exists in the Law and Funds have been budgeted, appropriated and  
otherwise made available and a sufficient unencumbered balance thereof remains available for payment  
in Fund No. \_\_\_\_\_, G/L Account No. \_\_\_\_\_, (Organizational Unit Code \_\_\_\_\_, Appropriation Code \_\_\_\_\_,  
Function Code \_\_\_\_\_, and Program Code \_\_\_\_\_), Contract Encumbrance No. \_\_\_\_\_.

WHEREAS,

Except as modified by the provisions of this \_\_\_\_\_ Amendment to Lease, all other terms and conditions  
in the Lease are hereby ratified and confirmed and remain in full force and effect.

NOW, THEREFORE, Lessor and Lessee, in consideration of the mutual promises contained herein,  
hereto agree to amend the Lease as follows:

A copy of the Lease is attached hereto as "EXHIBIT ONE".

In accordance with the requirements of §24-30-202(1), C.R.S., as amended, this \_\_\_\_\_ Amendment to  
Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as  
he may designate.

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

IN WITNESS WHEREOF, the parties hereto have executed this \_\_\_\_\_ Amendment to Lease on the day and year first above written.

LESSOR:

(If Corporation)  
(Attest Seal)

By:

Title:

By: \_\_\_\_\_  
Secretary

Federal Tax Identification Number

APPROVED:

STATE OF COLORADO  
DEPARTMENT OF PERSONNEL/GSS  
STATE BUILDINGS AND REAL  
ESTATE PROGRAMS

LESSEE:

STATE OF COLORADO  
Roy Romer, Governor  
Acting by and through the  
DEPARTMENT of \_\_\_\_\_

By: \_\_\_\_\_  
For the Executive Director

By/for: \_\_\_\_\_  
Executive Director

APPROVED:

STATE OF COLORADO  
Gale A. Norton, Attorney General

APPROVED:

STATE OF COLORADO  
STATE CONTROLLER'S OFFICE  
Clifford Hall, State Controller

By/for: \_\_\_\_\_

By/for

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

### LEASE EXTENSION AGREEMENT

The printed portions of this form, except bold additions, have been reviewed  
by the State of Colorado Attorney General and approved by the State Controller.  
All additions to this form must be in bold type. All deletions must be shown by strike-through.

Re: Lease dated \_\_\_\_\_, Contract Routing No. \_\_\_\_\_, C.E. No. \_\_\_\_\_, between  
, as Lessor, and THE STATE OF COLORADO, acting by and through the DEPARTMENT OF  
\_\_\_\_\_, as Lessee, and relating to the lease of the Premises known as  
.

It is hereby mutually understood and agreed that the lease term of the aforesaid lease is hereby extended to  
, 19\_\_\_\_.

All other provisions set forth in said lease shall remain the same except:

A copy of said lease is attached hereto as "EXHIBIT ONE".

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Extension Agreement on the day and year  
first above written.

LESSOR:

(If Corporation)  
(Attest Seal)

By:

Title:

By: \_\_\_\_\_  
Secretary

Federal Tax Identification Number

APPROVED:

STATE OF COLORADO  
DEPARTMENT OF PERSONNEL/GSS  
STATE BUILDINGS AND REAL  
ESTATE PROGRAMS

LESSEE:

STATE OF COLORADO  
Roy Romer, Governor  
Acting by and through the  
DEPARTMENT OF \_\_\_\_\_

By: \_\_\_\_\_  
For the Executive Director

By/for:  
Executive Director

APPROVED:

STATE OF COLORADO  
Gale A. Norton, Attorney General

APPROVED:

STATE OF COLORADO  
STATE CONTROLLER'S OFFICE  
Clifford Hall, State Controller

Contract Routing No.: \_\_\_\_\_  
Contract Routing No.: \_\_\_\_\_

Agency I. D. Number (Lessor)  
Agency I. D. Number (Lessee)

By: \_\_\_\_\_

By/for: